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## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, JUNE 24, 1916

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All letters intended for publication must be authenticated by the name  
of the writer.

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### Current Topics.

#### The New Statutes.

WE FINISHED last week the printing of the Statutes of the  
Session so far as possible. To enable us to fill another four  
pages the Legislature must give additional matter. There  
remain only cc. 17, 18, and 19. Part of c. 17 we printed last  
week; c. 18—the Courts (Emergency Powers) No. 2 Act, 1916—  
will be found *ante*, p. 542; and c. 19—the British North  
America Act, 1916—prolongs the life of the twelfth Parlia-  
ment of Canada to October, 1917.

#### Solicitors in the Forces.

WE COMMENCE to print elsewhere selections from the Annual  
Report of the Council of the Law Society. While it contains  
much that is of interest, it shews also that some matters which  
have usually occupied a prominent place—the reform of the  
Land Transfer Acts, for instance—are postponed till the end  
of the war, and the most significant item is, that up to 31st  
December, 1915, 2,427 solicitors and 1,265 articled clerks had  
joined the forces. Of these, 147 solicitors and 90 articled  
clerks have given their lives in the service of their country.  
Seventy solicitors and 24 articled clerks have been mentioned  
in despatches, of whom five solicitors and one articled clerk  
have been mentioned twice; and not a few military honours  
have been awarded.

#### Solicitors and the Military Tribunals.

THE REPORT also notices that, in the administration of the  
Military Service Acts, the military representatives have been  
seeking the advice of the Council, and, it is believed, of Provin-  
cial Law Societies, as to applications for postponement by  
solicitors and their clerks. Of course, such bodies are better  
qualified than outsiders to judge whether particular applicants  
are entitled to relief. At the same time, we are not sure that  
the effect is on the whole good. There is a natural desire not to  
allow the needs of the legal profession to stand in the way of  
what the Council or Committees may think to be in the interest  
of the Army, and it is quite possible that an ordinary tribunal  
—that is, if it administers the Acts properly—would take a  
fairer view of the real needs of civil life. For, after all, the  
tribunals are set up to keep a check on the demands of the  
military, and to see that business and domestic life is not unduly

disorganized. It may be suggested that this disorganization has already been carried too far—when, for instance, businesses are closed down or ruined—and no doubt this will be increasingly recognised, just as there is an increasing recognition of the futility—and worse—of indefinite slaughter. To the lawyer a judicious compromise is always better than the risks of litigation; and, speaking dispassionately, we cannot distinguish the case of war, however justifiable in its origin.

#### The Appeal Cause Lists.

THE success of the efforts which have been made by the Court of Appeal to reduce its arrears is shewn by the reduced number of appeals—164—in the Trinity Cause Lists. This is the lowest number in the past three years. At the beginning of Trinity Sittings, 1913, the number was 267. It rose by Michaelmas of that year to 363, including 228 King's Bench appeals. This was the highest figure reached. For the next four sittings it remained above 300, but in Hilary, 1915, it dropped to 282, and since then has been a little over 200. The present sittings for the first time in the three years shew a figure under 200. The 164 appeals include 21 from the Chancery Division, 101 from the King's Bench Division, and 28 Workmen's Compensation appeals. The Chancery appeal list has for several terms been light, and the workmen's cases have been much fewer than two years ago, when they rose to 73. The reduction of the list is mainly due to the clearing off of the arrears in the King's Bench appeals. The appeal in the *Speyer case*, which raises the question of the right of naturalized aliens to be members of the Privy Council, is waiting for judgment; and there is an appeal from the decision of BARGRAVE DEANE, J., in *The Polzeath* (32 T. L. R. 399), on the position as ship-owners of a British company subject to alien control.

#### The High Court Cause Lists.

THE Chancery Division lists shew a reduction since last sittings—273 now as against 324 then—but the Companies (Winding-up) list has risen from 26 to 41. The amount of work here is about the average of the last three years. The King's Bench figure—251—is made up of 93 Divisional Court cases, 151 actions for trial, and 7 bankruptcy cases. Last sittings the total was 188, so that business has not fallen off in the way that some practitioners appeared to expect. The King's Bench figures have for some time now been considerably short of the totals a few years back. At Michaelmas, in 1910, 1911, and 1912, it was 1,120, 740, and 966 respectively. Since then the Michaelmas totals have been, in 1913, 841; in 1914, 676; and in 1915, 498. These, of course, are the high-water marks for the year, and the succeeding terms shew a big drop. In 1913 the 841 of Michaelmas fell to 439 at Hilary; in 1914 the 676 for Michaelmas fell to 400 at Hilary; and in 1915 the 498 of Michaelmas fell to 391 at the beginning of the present year. Speaking generally, the decline in the last three years has been progressive; but the figure for this term is more hopeful. A year ago it had dropped to 170; the present Trinity figure of 251 shews, at least, a tendency to revival. And what with the shortness of the sittings and the circuits of the Judges, there should be a prospect of a substantial list next Michaelmas. The Probate, &c., list contains 246 probate and divorce cases, and 43 admiralty cases. The former number is swollen, as usual, by the undefended divorce cases, which number 171. Last sittings the figures were—probate and divorce, 381, and admiralty, 50, and at Michaelmas 515 and 38. The divorce and probate work is lighter than usual, but the admiralty work up to the average.

#### The Execution of Trusts (War Facilities) Acts.

A DECISION has been given by ASTBURY, J., in *Re Wells & Hopkinson's Contract* (141 L. T. News., p. 109, 17th June), against the appointment by a trustee of his co-trustee as his attorney under the Execution of Trusts (War Facilities) Act, 1914. That Act empowered a trustee to appoint as his attorney "any person capable of being appointed to be a trustee," so long as he is engaged on war service. This left it doubtful whether an executor could appoint an attorney, and also whether a co-trustee could be an attorney. To remove the

former doubt the Amending Act of 1915 expressly extended the power to executors and administrators, and also empowered the appointment as attorney of a co-executor or co-administrator. Clearly, this left the matter in a very unsatisfactory position. If a co-executor could be appointed, the same power should obviously apply to a co-trustee. But, if so, why did the Act not say so? Was this an intentional omission, or merely defective draftsmanship? In discussing the matter soon after the passing of the amending Act, we put it down to defective draftsmanship, and suggested that the Act should be construed as a legislative recognition that a trustee could appoint his co-trustee (59 SOLICITORS' JOURNAL, 760). Mr. Justice ASTBURY, however, has taken a different view. He says—(1) that a trustee is not a person capable of being appointed a trustee, since he holds the office already; (2) that it is against public policy to vest all control in one trustee; and (3) that the express power for an executor to appoint his co-executor negatives the same power in the case of a trustee. With deference, we suggest, as to (1), that it is a needlessly narrow reading of the Act of 1914; as to (2), that if an executor can appoint his co-executor, there is no principle of public policy in refusing the same power to a trustee; and as to (3), that the omission to extend the power expressly to the appointment of a co-trustee was a slip. We said on the occasion referred to above that the niceties of draftsmanship should be disregarded, and the Acts treated as giving the power in question to trustees. We are not concerned to maintain the correctness of that opinion, and it may be that Mr. Justice ASTBURY is technically right. But it is quite possible that titles have been taken on the broader reading of the Acts, and, in any case, since the Acts were passed as special and temporary legislation, they should, we suggest, receive a favourable construction. In practice the appointment of a co-trustee is frequently the most useful course.

#### Settled Legacies and Death Duties.

IN VIEW of correspondence in our columns (59 SOLICITORS' JOURNAL, 560; *ante*, p. 272), it is interesting to note the decisions in *Re Palmer* and *Re Hatch* (reported elsewhere). The short point is whether, when a testator directs death duties on settled legacies to be paid out of residue, this refers only to the duties payable on the occasion of his death, or extends also to the duties in respect of the legacies which become payable on the deaths of successive tenants for life. The question arises in consequence of the abolition by section 14 of the Finance Act, 1914, of the relief against payment of duty given by section 5 (2) of the Act of 1894, with the result that Settlement Estate Duty has ceased to be payable, and each successive death attracts fresh duty. In *Re Snape* (59 SOLICITORS' JOURNAL, 562; 1915, 2 Ch. 179) the testatrix died before the Act of 1914 came into operation, and EVE, J., held that her direction to pay the settled legacy "free of all duty" did not apply to the new burden imposed by this Act. And he also pointed out the practical difficulties which would arise if the distribution of the residue was held up by the necessity of providing for a succession of future duties. In *Re Palmer* also the testator died before the Act of 1914 came into operation, and the Court of Appeal held, reversing the judgment of YOUNGER, J. (1916, 1 Ch. 395), that the estate duty payable on the death of the first tenant for life was payable out of the legacy, and not out of residue. But that was not on the ground of any such general principle excluding future duties as was suggested in *Re Snape*, but because the words of the will pointed only to duties payable on the testator's death. Indeed, in *Re Hatch*, SARGANT, J., treated *Re Palmer* as deciding against any such general principle. There also the testator died before the Act of 1914, but he had directed that all duties payable in respect of "all the benefits" given by his will should be paid out of residue. SARGANT, J., held that these words were wide enough to cover the estate duty payable on the death of a tenant for life of the settled legacy, and since *Re Snape* was out of the way, the duty must fall on the residue. Thus the result in any particular case will depend on the terms of the will, and since EVE, J.'s, judgment no stress seems to have been laid on the practical difficulties which will result. It should



be pointed out that the decisions do not expressly affect settled shares of residue, as to which somewhat different considerations apply.

#### The Most-Favoured-Nation Clause.

SO FAR as the Economic Pact between the Allies, arrived at in Paris, and published in the daily Press of the 21st inst., is really economic, it is outside our province; but such an agreement can hardly avoid touching upon International Law, and the present agreement does so in its treatment of the "most-favoured-nation" clause, as well as in the proposals for the assimilation of patent and trade-mark law. The agreement is divided into proposals relating respectively to the War Period, the Reconstruction Period, and the Peace Period. With regard to the Reconstruction Period, it is pointed out that the war has put an end to all the treaties of commerce between the Allies and the enemy Powers, and in order that, during this period, the liberty of none of the Allies may be hampered by any claim put forward by the enemy Powers to most-favoured-nation treatment, it is agreed that the benefit of this treatment shall not be granted to those Powers during a number of years to be hereafter fixed. The general effect of the most-favoured-nation clauses, which have been usually introduced into commercial treaties of modern times, is that "all favours which either contracting party has granted in the past, or will grant in the future to any third State, must be granted to the other party" (Oppenheim, International Law I., 610). Apparently this means that all favours granted to any one State at once and unconditionally accrue to all other States which have treaties with the grantor containing the clause in question. But the United States has not taken this view. It contends that these favours only accrue to such of the third party States as fulfil the conditions under which they are allowed to the grantee. In other words, the clause assumes that the third-party State shall undertake the same liabilities as the grantee State, if it is to obtain the same favours; or, rather, perhaps, as it is put in *Bartram v. Robertson* (122 U.S. Rep. 116) and *Whitney v. Robertson* (124 *ibid.* 190), the clause does not apply where a particular favour has been granted in exchange for a valuable concession. This is a purchase of the favour, and a third-party State, which does not pay the same price, cannot enjoy the same privilege. In most of the commercial treaties of the United States the clause is qualified so as expressly to give effect to this principle; but whether this is done or not, the United States maintains that the clause must be read as qualified in the manner indicated. The late Prof. WESTLAKE (International Law, I., 194) supported the American view as the just one, although not perhaps in accordance with the literal meaning of the clause in its general form. But, of course, the grant of most-favoured-nation treatment is itself a favour, and in principle there can be no objection to this being refused to the enemy Powers for a limited time after the war. To go further would be to reintroduce the doctrine of *Inimici Perpetui*, which has been long banished from English law.

#### Military Officers in Parliament.

THERE HAS taken place in the public Press a good deal of discussion as to the right of Army officers who are members of the House of Commons to return on leave and criticize the War Office or the Government from their places in Parliament. Of course, such criticism at a public meeting on the part of an officer on active service is a serious breach of the King's Regulations; but the Parliamentary right to freedom of debate—one of the privileges immemorially claimed for members of the House by the Speaker at the commencement of each Session—exempts a member of the House from any service liability under such regulations. It was finally enacted by the Bill of Rights (1689), after a series of constitutional struggles on the point, "that the freedom of speech and debates or proceedings in Parliament ought not to be impeached or questioned in any place out of Parliament." The letter of this enactment was never afterwards broken, but sometimes the spirit was infringed by attempts of the Crown to control members by depriving them of posts or offices; the last case occurred in 1764,

when General CONWAY was dismissed from his Army command in consequence of having opposed GRENVILLE's Ministry (Anson, I., 149). Prior to 1914 the acceptance of a first commission in the Regular Army by a member of the House of Commons vacated his seat (Succession to the Crown Act, 1707, ss. 24, 27; Laws of England, vol. 21, p. 660). But no such principle applies to acceptance of commissions in the Special Reserve, Territorials, or Yeomanry, and an Emergency Statute, passed in November, 1914—the House of Commons (Commissions in His Majesty's Forces) Act, 1914—removes this disqualification, only, however, during the present Parliament. Section 2 (2) of the Act expressly states that its provisions do not apply to future Parliaments; so that a General Election during the continuance of the present war would automatically render half its members incapable of re-election. The right of an officer or soldier to exercise his electoral or Parliamentary rights without obtaining leave of absence, claimed by Captain AMERY during the Military Service Bill debates, but repudiated by Mr. TENNANT, seems to have no modern authority in its favour. According to the Manual of Military Law (1914 ed., p. 215) the right to leave for such purposes exists only when the officer or soldier is in the United Kingdom, and even then is subject to military exigencies. Students of our constitutional history will doubtless recollect that the victory of Parliament over the Crown in the Civil War was preceded by the Self-denying Ordinance of 1645, which excluded from military offices all members except CROMWELL.

#### Contracts and Impossibility of Performance.

AN INTERESTING addition to the well-known series of "Coronation Seats" and "Interrupted Voyage" cases is made by the decision of the Court of Appeal in *Leiston Gas Co. (Limited) v. Leiston-cum-Sizewell U.D.C.* (ante, p. 554). A gas company had entered into an *ante-bellum* contract with a district council to install gas-lighting arrangements in the latter's streets, keep the lamps in good order, and supply gas to them. For these services a fixed payment, due quarterly, was to be made. As the result of Zeppelin alarms and police regulations consequent thereon, the street lamps were, in fact, extinguished soon after the war commenced, and the council claimed that it could not be made to pay the agreed sum for the quarters which succeeded this extinction of lights. The question in this case clearly is to determine whether or not the gas contract has been determined by subsequent impossibility of performance without default of either party. Such impossibility may be either the result of destruction of the subject-matter (*Taylor v. Caldwell*, 1863, 3 B. & S. 826), or of a subsequent statutory requirement which renders performance illegal (*Baily v. De Crespigny*, 1869, L. R. 4 Q. B. 180), or of any unforeseen event which renders it in practice impossible to carry out the contract (*Horlock v. Beal*, 1916, A. C. 486). Of course, as Lord WRENBURY points out in his luminous judgment in the case last cited, there are two exceptions to this rule—(1) where the contractor warrants that he will perform his contract in any event, and (2) where the parties foresee and provide for the contingency of subsequent impossibility (*Elliott v. Crutchley*, 1906, A. C. 7). In the present case the Court held that the circumstances disclosed no impossibility of performance, either legal or physical; the council could take the gas and pay for it, although they did not use it, and so must pay the agreed rate. Low, J., in the Court below, took the same view on what is perhaps a simpler ground; he held that the contract was in substance an executed contract, the main stipulation being performed when the company put in the gas installation, and that thereupon—like a landlord who has let a house or a shipowner who has provided a ship—the liability of the tenant or charterer to pay for it is not affected by their subsequent inability to use it.

The *Times* Literary Supplement of the 7th inst. announced that Harvard Library has just purchased from the London booksellers, Messrs. Dobell, an extraordinary collection of about 800 broadsides and proclamations printed in England between 1626 and 1700.

## The Late Mr. Thomas Rawle.

WE regret to record the death of Mr. THOMAS RAWLE, of 1, Bedford-row, London, on the 14th inst., at Landrindod, which followed an operation for appendicitis. Mr. RAWLE was in his usual health on Saturday, the 10th inst., and was enjoying his favourite pastime of golf.

Mr. RAWLE was articled to the late Mr. W. F. BLANDY, of Reading, and came to London in 1864. He became partner in the firm of GREGORY, ROWCLIFFES, & RAWLE, his senior partners being the late Mr. G. B. GREGORY, M.P., Mr. E. L. ROWCLIFFE, and Mr. WILLIAM ROWCLIFFE. On Mr. JOHNSTONE joining the firm it was known as GREGORY, ROWCLIFFES, & Co., and in 1887, on the retirement of Mr. G. B. GREGORY, the firm name was changed to ROWCLIFFES, RAWLE, & Co., and so continued to 1904, when, upon the deaths of Mr. E. L. and Mr. W. ROWCLIFFE, the late Mr. RAWLE becoming senior partner, the firm became RAWLE, JOHNSTONE, & Co., as it is to-day. Mr. RAWLE's surviving partners are Mr. J. M. JOHNSTONE, Mr. J. ROGER B. GREGORY, Mr. W. C. ROWCLIFFE, Mr. E. L. ROWCLIFFE, and Mr. RAWLE's son, Mr. T. F. RAWLE.

Mr. RAWLE, who was in his seventy-fifth year, leaves three sons, all serving in the Army, two of whom have been wounded, and one daughter. Mrs. RAWLE died a few years ago. The funeral took place on the 19th, and the service, at Christ Church, Lancaster-gate, was attended by many leading members of both branches of the profession, and by a large company of Mr. RAWLE's numerous friends.

Mr. RAWLE was president of the Law Society in the year 1904, and his presidential address, delivered at the provincial meeting of the Law Society at Portsmouth, was an admirable example of the annual survey of legal topics for which these addresses furnish the occasion. Great interest was then being taken in the proposed School of Law, and everything seemed to be in favour of the scheme, for which the late Lord RUSSELL OF KILLOWEN had become sponsor; but unexpected obstacles prevented the realization of Mr. RAWLE's forecast that it was about to meet with success. "We may now congratulate ourselves," he said, "that we are about to enter the promised land which such ardent and far-seeing law reformers as Lord SELBORNE, Lord RUSSELL OF KILLOWEN, and others worked and hoped for, and it is gratifying to know that their labours have not been in vain, and are at last about to bear fruit. There can be no higher aim than to promote the orderly development and the intelligent study of law." At the present time this seems all very distant, but if the scheme is still in the future, it is not therefore altogether lost; nor the work to attain it wasted.

More relevant to these times are the observations which Mr. RAWLE made as to International Arbitration, and the rights of belligerent and neutral nations. A series of arbitrations—the Alaskan boundaries, the claims of Great Britain and Germany against Venezuela, and the dispute with Brazil as to the frontiers of British Guiana—had just been peacefully settled, and the future of arbitration was promising. But the Russo-Japanese War had raised questions of a different kind, and Great Britain was maintaining the neutral rights for which the United States stands to-day. "As neutrals," said Mr. RAWLE, "we have found our widespread commerce disturbed by the assertion of rights which we ourselves have strictly enforced at other times as belligerents." The Russian claims to sink neutral vessels had, indeed, gone further than the belligerent rights of Great Britain had ever been pressed. But, he continued, "apart from those special extensions which Russia may have sought to give to belligerent rights, it must not be forgotten that we ourselves have been the most resolute asserters of them." The present war has given emphasis to these words, and the next president of the Law Society who desires to review the course of the Law of Maritime War will have an ample field before him. The comments which Mr. RAWLE made on proposals then current for the reform of the administration of justice shewed how keen was his interest in

the matter, and his business instincts led him to deprecate the undue length of the vacations which tradition, rather than utility, has assigned to the Courts.

In a brief note last week we referred to Mr. RAWLE's business capacity, and to his generosity of character. We do not think it is necessary to amplify what we wrote in the first moment of hearing of his death. They are the qualities which suggested themselves to us, as they doubtless suggest themselves to others. His interest in the profession was shewn by the labour he gave for many years to the work of the Council of the Law Society, and the profession loses in him a man who maintained the best traditions of the profession, and who in private life was to many a valued friend.

## Sheep as Tort-Feasors.

NOT since a Divisional Court decided *Hadwell v. Righton* (1907, 2 K. B. 345), nearly a decade ago, has there been a case on the legal responsibility for animals upon highways which raises such interesting and fundamental points of the law of torts as does *Heath's Garage (Limited) v. Hodges* (reported *ante*, p. 554). A motor-car driver, proceeding at a reasonable pace along a road, saw twenty unattended sheep ahead of him; they had escaped from a neighbouring pasture through an unrepaired gap in the hedge. Two of the sheep took fright, made a sudden jump across the road, and ran into the car, with consequent injuries to the latter. Has the car owner any remedy against the owner of the sheep? We may dismiss at once any suggestion that the owner of the animals is liable for their trespasses to cars or otherwise, for a sheep is neither a dangerous animal, nor a tame animal with a special propensity to regard motor-cars with ferocity. The leading case, of course, is *Cox v. Burbidge* (1863, 13 C. B. N. S. 430), where it was held that a horse straying in the highway has no natural propensity to kick human beings.

But three quite reasonable grounds of liability suggest themselves which *prima facie* sound plausible, and each of these was in fact argued before the Divisional Court and the Court of Appeal. A separate category of tort is the subject-matter of each argument. First, it may be argued that the occupier of premises on which animals are kept adjoining a highway must prevent his fences from getting into a ruinous condition so that his animals escape and do damage to property. The answer, however, is that no common law duty is imposed on the occupier of premises adjoining a highway to keep his fences in repair, or prevent his tame animals from straying upon the highway. He is liable, however, if they stray into a private field, and there do damage to crops or kill other animals (*Ellis v. Loftus Iron Co.* (1874, L. R. 10 C. P. 10)).

Since the law of negligence does not help the plaintiff, naturally one looks for assistance to the allied and complementary sphere of nuisance. Cannot it be said that sheep left unattended on the highway are an obstruction and a public nuisance, so that any member of the public at large who suffers special damage thereby can sue in tort (*Winterbottom v. Lord Derby* (1867, L. R. 2 Ex., pp. 320-2)? The answer appears to be that at common law cattle are entitled to make a reasonable use of the highway. For example, in *Tillett v. Ward* (1882, 10 Q. B. D. 17) the defendant drove cattle along the highway; one entered a shop and did damage; it was held that this was a proper use of the highway, and, in the absence of negligence, the consequent damage was not actionable. Again, in *Hadwell v. Righton* (*supra*), where some fowls which were on the road flew up and damaged the spokes of a cyclist's machine, it was held that the public right over the highway is not confined to *jus eundi, redeundi, et morandi*; there is vested in the occupier of premises adjoining a highway a reasonable right of access thereto and user thereof by himself and his animals. But there is also section 25 of the Highway Act, 1864, which imposes a penalty on the owner of sheep straying in the highway; indeed, the defendant in this case was actually prosecuted and



finer under the section! Surely here we have breach of a statutory duty causing special damage, and therefore actionable, on the principle of *Groves v. Wimborne* (1898, 2 Q. B. 402). But this is not so, for such a breach is only actionable (1) when the statutory duty is imposed for the protection of a special class, and (2) when the Legislature contemplates that there shall be a civil remedy (*Gorris v. Scott*, 1874, L. R. 9 Ex. 125; and *Vallance v. Falle*, 1884, 13 Q. B. D. 109). Here it cannot be alleged that the public at large is a special class, even if an intention to provide a civil remedy to persons injured by the breach can possibly be imputed to the Legislature.

It would seem, then, that all possible suggestions of an *injuria* to render the *damnum* actionable prove inadequate, a result wherein law and common sense for once are in accord—from the point of view of sheep owners, at any rate, if not of motorists. It may be pointed out that the rule in *Davies v. Mann* (10 M. & W. 549), where a driver who rode down a donkey left tethered and unattended in the highway was held liable in damages, has no application to the present circumstances. For in that case both driver and donkey-owner had been found guilty of negligence, and that of the driver was the proximate and first cause of the accident; with reasonable care he could have avoided the donkey.

## Reviews.

### Books of the Week.

**Munitions of War.**—The Munitions of War Acts, 1915 and 1916. An Analysis with Notes. Followed by Appendices Containing the Text of the Acts, Orders, Rules, and Other Relevant Documents. By JOHN CHARTRES, Barrister-at-Law. Stevens & Sons (Limited). 5s. net.

**Income Tax.**—Table for Computing Income Tax at 5s. in the £, Shewing Income Tax, and also Net Amount at One Inspection. By ALEX. S. SELLAR, M.A., Fellow of the Faculty of Actuaries. C. & E. Layton. 1s. net, or 5s. per set of 9 rates.

## Correspondence.

### Interlocutory Proceedings in the High Court.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I wish to add my small mite to the admirable contribution to your paper by Master T. Willes Chitty. I have not had the pleasure of reading all the articles, but those I have read I entirely agree with, though, if there is any reformation about to be made, is it not possible to deal with the whole of our legal procedure and not only with the interlocutory proceedings?

The following are a few points I think might have attention:—

1. Why have more courts than one? There is only one law. For example, there is (a) the High Court, (b) the County Court, (c) the City of London Court, (d) Mayor's Court, (e) the Court of Passage at Liverpool, (f) the Stannary Courts, and (g) the Palatine Courts.

2. Why not one procedure? There is only one law. (a) The High Court Annual Practice (White Book) contains 2,415 pages; (b) The Annual County Court Practice 2,212 pages; (c) The Mayor's Court, 401 pages. As to the other courts, I have not before me their practice books.

3. Why in the High Court is the fee only 10s. to issue a writ of summons for any amount, say £40,000, whilst in the county court the fee is £1 1s. to issue a summons for £20?

4. Why is not a county court judge eligible for promotion to the High Court?

5. Why should solicitors not be eligible for county court judgeship or magistracy?

6. Why allow "political" appointments? Why not make any member of Parliament ineligible for a judgeship or any administrative appointment?

7. Why not have one profession of "law" and not two as we have now?

8. Why not abolish the tax on solicitors? The so-called "higher branch" pay no tax, nor do any members of the other professions—for example, the Church, the Army, medical profession, dentists, architects, &c.

9. Of course, there are many other improvements that should and could be made, but I refrain from referring to them only on

the grounds that I do not wish to take up any more space in your valuable paper.

I may mention that I have had experience in both branches of the profession. E. J. WELFARE.

24, Coleman-street, London, E.C. June 17.

[The Stannary Courts seem to be now merged in the County Court of Cornwall: Stannaries Courts (Abolition) Act, 1896.—Ed. S.J.]

### Solicitor "State Brewery and Public-house Manager."

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It is worthy of note that the first "State Brewery and Public-house Manager" is a solicitor, Mr. Edgar C. Sanders, the newly appointed executive officer under the Liquor Control Board, being a Liverpool practitioner.

Gradually, but surely, it is being shewn that a competent solicitor, by virtue of his training, his experience, and his real grip of affairs, is one of the best qualified for public positions, and it is gratifying to see that the carefully fostered old idea that "statutory" qualification for any position was to be found in one direction only is vanishing. HARVEY CLIFTON.

## CASES OF LAST SITTINGS.

### Court of Appeal.

Re PALMER. PALMER v. PALMER. No. 1. 23rd, 24th, and 25th May; 3rd June.

WILL—ESTATE DUTY—SETTLED LEGACY—LEGACIES TO BE PAID "FREE OF ALL DUTIES"—NEW ESTATE DUTY IMPOSED AFTER TESTATOR'S DEATH—ANNUITY PAYABLE OUT OF INCOME OF SETTLED RESIDUE—INCIDENCE OF DUTIES—FINANCE ACT, 1914 (4 & 5 GEO. 5, c. 10), s. 14.

A testator, having by his will settled his real estates in strict settlement, bequeathed to trustees a legacy of £25,000 in trust to pay the income thereof to the person for the time being entitled to the income of the real estate. He directed all legacies and annuities thereinbefore or by any codicil thereto given to be paid free of duty. He further gave his residuary real and personal estate upon trusts for conversion and investment, and out of the income thereof to pay an annuity of £3,000 to the person entitled to his real estate as aforesaid. The testator died in 1913, and the first tenant for life in 1915. Under the Finance Act, 1914, s. 14, the exemption in favour of settled estates from payment of estate duty contained in the Finance Act, 1894, s. 5, was abolished.

Held (reversing Younger, J.), that the estate duty payable on the death of the first tenant for life on the settled legacy must be borne by that legacy, the direction to pay free of duty contained in the will applying only to the duty payable on the testator's death, while the corresponding duty on the annuity of £3,000 must be borne by the general residue and not by the annuity alone, or any notional capital sum, part of such residue, sufficient to provide for its payment.

Appeal and cross-appeal by defendants from a decision of Younger, J. (1916, 1 Ch. 395), on a summons to determine the incidence of estate duties. The testator, George William Palmer, by his will, made in 1910, gave an annuity of £12,000 a year to his wife and devised his Berkshire estates, after her death, to his nephew Ronald William Palmer for life, with remainders over to his issue in tail, with remainder to the use of his nephew Eustace Exhall Palmer for life, with remainder to his children or remoter issue as he should appoint, with remainders over in strict settlement. And he gave his trustees a sum of £25,000 and directed the income thereof to be paid during the life of his wife to the person who would be entitled as tenant for life or tenant in tail in possession of the settled estates if she were then dead, and after her death the fund was to fall into the settled residue. By clause 13 of the will the testator declared that "all the legacies, annuities or bequests hereinbefore given or made and all legacies, annuities or bequests which may be given or made by any codicil hereto shall be handed over or paid free of all duties and deductions in respect of duties (except income-tax)." By clause 22 of the will the testator directed the trustees out of the income of the settled residue to pay "an annual sum of £3,000" to the person who would be entitled to the Berkshire estates as tenant for life or tenant in tail for the time being if his wife were then dead, and to accumulate the surplus income of such residue for a period of twenty-one years from his death. The testator died in October, 1913, leaving a very large fortune. R. W. Palmer died a bachelor in 1915. Younger, J., held that the estate duty payable on the sum of £25,000 on the death of R. W. Palmer, under section 14 of the Finance Act, 1914, must be borne by the testator's residuary estate, but that the duty on the annuity of £3,000 ought to be levied on a "notional" sum of £75,000, being a capital sum, part of the estate, sufficient to produce the annual sum of £3,000. Both Eustace Exhall Palmer and a remainderman appealed. *Cur. adv. vult.*

THE COURT allowed both appeals.

LORD COZENS-HARDY, M.R., after having stated the facts, pro-

ceeded: Estate duty and settlement estate duty were paid out of the testator's estate, and under the Finance Act, 1894, the payment of settlement estate duty exempted the £25,000 from further estate duty until some person became able to dispose of the corpus. This exemption was abolished by section 14 of the Finance Act, 1914, and estate duty was paid upon Ronald's death. The first question was how that duty ought to be borne. There was no general principle that could be relied on. A testator might use language sufficient to cover a duty not in force at his death, and in one at least of the clauses of his will he had done so. [His lordship read clause 13, and proceeded:] The date of payment or handing over was the critical date. Once the executors had paid all duties exigible at that date the operation of clause 13 was ended. The £25,000 was in effect handed over by the executors to themselves as trustees on 3rd December, 1913. That was a perfectly proper act, and none the less so because the beneficiaries could not have exacted payment from the executors before the end of twelve months. In his lordship's opinion the estate duty on the £25,000 must be paid out of the investments representing that sum, and not out of the residue. On the second question, relating to the £3,000 a year annuity, estate duty was claimed on Ronald's death and paid by the executors in respect thereof on a "notional sum" of £75,000. That proceeded plainly on section 2 (b) and not upon section 1 of the Finance Act, 1894. The Court would assume that the view of the Commissioners was correct, and consider how the amount ought to be borne as between beneficiaries. The Commissioners treated the £3,000 to Ronald as an annuity which ceased on his death (see section 7 (7)) to be followed by a subsequent annuity of the like amount payable to Eustace. They then applied section 7, sub-section (7) (b), a sub-section so obscure as to be almost unintelligible. But, accepting the method by which it was arrived at, £75,000 was a purely fictitious sum. The annuity was chargeable on the whole residue and not on any particular £75,000. No charge could be given under section 9 upon a non-existing fund. It was the whole residue which had derived benefit from the cesser of the annuity, and the burden on the income of the residue must be apportioned in accordance with general principles. In his lordship's opinion there was no justification for throwing the whole duty on the imaginary £75,000, with the consequence that the annuitant would have to pay the full interest on the amount paid. The annuity must bear its rateable proportion only, in accordance with the decision of Kekewich, J., in *Re Parker-Jervis* (1898, 2 Ch. 643). Clause 13 of the will had no bearing at all on the second question. The declarations made by Younger, J., on both points would therefore be varied.

PICKFORD, L.J., and NEVILLE, J., delivered judgment to the same effect, the former referring to *Re Snape* (1915, 2 Ch. 179), and the latter observing on the first point that there was nothing in clause 13 of the will to give a legatee, once his legacy had been paid free of duty, any further claim against the trustees in the event of any new duty being subsequently imposed.—COUNSEL, *Mark Romer, K.C.*, and *W. E. Tyldesley Jones; H. B. Vaisey; A. Grant, K.C.*, and *A. B. Nutter; J. E. Harman*. SOLICITORS, *Waterhouse & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

#### PERRY v. LONDON GENERAL OMNIBUS CO. (LIM.). No. 2.

15th May; 8th June.

PRACTICE—POOR PERSON—ACTION FOR TORT—ADMITTED TO SUE IN HIGH COURT—ORDER REMITTING ACTION FOR TRIAL IN COUNTY COURT—JURISDICTION TO MAKE ORDER—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 65, 66—R. S. C., ORD. 16, RR. 22-31.

A plaintiff brought an action to recover damages for personal injuries, alleging that the injuries were caused her by the negligence of the defendants. She obtained an order admitting her to sue as a poor person, and as such issued her writ against the defendants. The defendants thereupon applied to have the action remitted to the county court. The master refused to make the order, but Ridley, J., allowed the application. The plaintiff appealed.

Held, that the discretion given to a Judge to direct that an action in tort commenced in the High Court should be remitted for trial to the county court was not affected or restricted by the fact that the plaintiff had been admitted to sue in the High Court as a poor person.

Appeal by the plaintiff from an order of Ridley, J., at chambers, remitting the action for trial to the county court, pursuant to section 66 of the County Courts Act, 1888. The plaintiff was a widow, sixty-nine years of age, employed as a charwoman at 7s. per week and her keep. On 25th January, 1916, she met with an accident, and broke her arm at the elbow. She alleged that the accident was occasioned by the negligence of the defendants, and that she would never again be able to work to the same extent as before. She brought an action against the defendants, and on 29th February she obtained an order admitting her to sue as a "poor person" under the Rules of the Supreme Court, 1914, in accordance with a report which had been made, and on 9th March she issued a writ against the defendants. The defendants then applied to remit the action to the county court for trial. Master Chitty on 17th April refused the order, but it was made by Ridley, J., on 2nd May, and from that order the plaintiff appealed.

THE COURT reserved their decision.

SWINFEN EADY, L.J., in the course of his judgment, after stating the facts as above, said: The first point taken on the plaintiff's behalf is that, as she had obtained an order admitting her to sue in the High Court as a poor person, the Judge had no jurisdiction to remit her

action for trial in a county court. The jurisdiction to remit in the case of actions of tort is conferred by section 66 of the County Courts Act, 1888. The section extends to all actions of tort whether the action could originally have been commenced in the county court or not. Thus the county court has not original jurisdiction when the claim is in respect of libel, slander, or seduction, nor where the damage claims exceeds £100. According to the tenor of section 66 a Judge of the High Court has power to remit any action of tort, whenever the circumstances are such as to bring it within the provisions of the section, and I am quite unable to read into the section an exception not contained in it—namely, where the person is a poor person admitted to sue in the High Court as a poor person. It is urged that, unless the section be so construed, a person may obtain a poor person's order and yet derive subsequently no advantage from it; but such a person will already have obtained some advantage from the order admitting him to sue as a poor person, as he will have issued his writ without a fee; the application to remit cannot be made until after the action has been commenced. Reliance was placed by the appellant on ord. 16, r. 27, but in my opinion it does not assist her on this point. In considering whether a person shall be admitted to the High Court as a poor person, regard is to be had to the existence of a concurrent jurisdiction in an inferior court—that is, if the demand is within the jurisdiction of an inferior court, and the Judge thinks that the action may be more properly brought there, he may refuse leave to sue in the High Court as a poor person. Again, if the cause of action is not within the jurisdiction of an inferior court, but the Judge thinks that it would be more properly tried there, he may still admit the applicant to sue as a poor person in the High Court, being mindful of the provision which enables actions properly brought in the High Court to be remitted for trial in the county court. The direction in rule 27, that the Judge is to have regard to the provisions of sections 65 and 66 of the Act of 1888, operates in favour of poor persons—that is, in favour of giving leave—notwithstanding the view that the action should be tried in the county court, because there is power to remit which extends to and includes actions which could not be commenced in the county court as well as actions which might have been so commenced. It cannot be that the Judge is specially to have regard to the power to remit, with a view of refusing the poor person's application. Cases which could be brought in the inferior court are within the earlier part of the rule; cases which could not be brought in the inferior court are only within the latter part of the rule; and if with regard to such cases the Judge is to be influenced by the power to remit, against the poor person's application, the poor person would be deprived of remedy in that class of case. Again, the application for leave to sue as a poor person is made *ex parte*, and if the master accedes to it the matter does not come before the Judge personally. It cannot have been intended that the defendant should be bound to allow the action to remain in the High Court without ever having had an opportunity of being heard on the subject, and that the statutory power of the Judge under sections 65 and 66 of the Act of 1888 should be taken away by an *ex parte* order made by a master in chambers. Moreover, when an order is made admitting a person to sue in the High Court as a poor person, the master has before him the report and any documents or information obtained for the purpose of the report; but these are to be treated as confidential, and should not be shown or disclosed to the parties or either of them: ord. 16, r. 25. This is an additional reason why a defendant should not be deprived of his right to apply to remit under section 66 by the fact of the poor person's order having been made. He would be deprived of his statutory right by an order made without notice to him and upon materials not open to his inspection. The fact that a poor person's order may in a proper case be discharged under rule 23a does not affect this question. An order may have been quite properly made, and so long as the action remains in the High Court it may be quite fit that it should be presented in that Court as a poor person's action, and yet it may be quite right to remit it to the county court under section 66. The object of that section is to protect a defendant against liability for High Court costs where a plaintiff cannot pay if he loses the action; it would be a curious result if the section failed to protect him just where he has the greatest need of protection—namely, where the plaintiff has no means whatever, visible or invisible. The fact that a poor person's order has been made does not take away the jurisdiction of the Judge to remit the action, when brought, to a county court for trial. The other question raised by this appeal was whether the order of Ridley, J., was right on the merits of the case. [His lordship again referred to the facts.] I am led to the conclusion that this case, on the facts, is one more fit to be tried in the county court than in the High Court: see *Banks v. Hollingsworth* (1893, L. R. 1 Q. B. 442). The decision of Ridley, J., was here a decision on circumstances which were well within his discretion; the discretion was soundly exercised, and the appeal fails. The learned Judge, however, made a slip in adding at the end of his order the words "the plaintiff to be at liberty to sue as a poor person in the county court"; and the order should be amended by striking out these words. Subject to this amendment or variation of the order, the appeal should be dismissed.

PHILLIMORE, L.J., read a judgment to the same effect.

BANKES, L.J., read a judgment in which he dissented from the view expressed by the other members of the Court. By a majority the appeal was dismissed.—COUNSEL, for the appellant, *R. V. Bankes, K.C.*, and *Jeffert*; for the respondents, *Clavell Salter, K.C.*, and *Jowitt*. SOLICITORS, *Jeffert & Co.; Joynson Hicks & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]



## High Court—Chancery Division.

**Re SIR ROBERT BORWICK'S SETTLEMENT. WOODMAN v. BORWICK.** Eve, J. 7th June.

**INFANT—MAINTENANCE—WHILE NOT IN CUSTODY OF FATHER—DISCRETION OF TRUSTEES—REPUGNANCY—PUBLIC POLICY.**

By clause 9 of a settlement, dated 31st August, 1910, it was provided that no part of the income of an infant's share was to be paid or applied for the maintenance and education or otherwise for the benefit of the infant whilst he was in the custody or control of his father, or whilst his father should have anything to do with the education or bringing-up of such child. The infant was in the custody of his father, who declined to relinquish such custody.

Held, that the clause was neither repugnant nor contrary to public policy, and therefore the trustees had no discretionary power of maintenance which they could exercise in the infant's favour.

By a voluntary settlement made by Sir Robert Borwick, on 31st August, 1910, a sum of £70,000 ordinary stock in Arthur Guinness, Son & Co. (Limited) was settled upon trusts whereby £10,000 (part thereof) was appropriated for his daughter for her life, and under which her infant son is entitled to a distributive share of the £10,000 so appropriated contingently on his attaining twenty-one years of age. The infant's mother died in April, 1915, and, subject to certain provisions contained in clause 9 of the deed, the trustees were empowered at their discretion to apply the whole or any part not exceeding £500 per annum of the income of the £10,000 for the maintenance, education, advancement or for travelling expenses, or otherwise for the benefit of the infant. By clause 9 it was provided that no part of the income was to be paid or applied for the maintenance and education or otherwise for the benefit of the infant whilst he was in the custody or control of his father, or whilst his father should have anything to do with his education or bringing-up. This summons was taken out by the infant, suing by his father as next friend, for an allowance for maintenance and education out of the income of the share to which he was entitled on his attaining twenty-one. It was contended on behalf of the infant that clause 9 was void, as being repugnant and contrary to public policy.

EVE, J.—I think the effect of clause 9 is to exclude the father from all power of interference with, or management of, the infant's education and upbringing, but not to deprive him of access to, and intercourse with, the infant. But the former provision could not be complied with except by a complete abandonment of all parental control over the infant. The mere surrender of the custody would not suffice, for the father would not thereby part with control, and he might at any time assert his right to resume the custody. The father, whose means are limited, and against whose fitness to have the custody not a word has been said, not unnaturally declines to relinquish his parental rights, and in these circumstances the trustees, who are prepared to exercise their discretion if they can do so, are advised that they have no power to apply any part of the income for the infant's maintenance, education or benefit. The infant contends that the clause by which the exercise of the discretion purports to be controlled is void as being repugnant to the interest given to him by the settlement and contrary to public policy. I cannot hold that there is any such repugnancy. Seeing that it was competent for the settlor, by express provision in the settlement, wholly to suspend the exercise of the statutory powers of maintenance contained in section 43 of the Conveyancing Act, 1881, I do not think any provision operating as a conditional or partial suspension can consistently be regarded as repugnant, and on that point I decide against the infant's contention. Then comes the question whether the clause, which in substance puts the father to his election whether he shall forego his parental rights and duties, and obtain for the infant the means for a public school education, or whether he shall forfeit these advantages and retain his parental privileges, is contrary to public policy, and on that ground to be treated as void. Upon this it is to be observed that the benefit and condition do not affect the same person, the benefit goes to the infant, the condition is imposed on the father, and although it may well be that in a gift to A B, conditional upon his doing something contrary to public morality, the condition can be disregarded as being contrary to public policy, it does not at all follow that the same consequences result in the case of a gift to A B so long as C D shall be doing something contrary to public morals. Indeed in many cases the very existence of the condition *contra bonos mores* may be the incentive of the gift, as, for example, a gift for the maintenance of the children of a married woman if and so long as she is living apart from her husband—a gift to which I apprehend no objection could be maintained on the ground of its being contrary to public policy. If to these observations it is objected that the provision of maintenance for an infant is a benefit to the parent, sometimes direct and always indirect, there are, I think, two answers that can be made, the one present in, but not peculiar to, this case, that there is an express provision in the settlement that no part of the income is to be paid to the father, which precludes the possibility of a direct benefit; and the other, of more general application, that in exercising their discretion it is the duty of the trustees to realise that the infant, and not the parent, is the real object of the settlor's bounty, and if, in exercising their discretion on these lines, the parent is benefited, as indeed he may be, and many others who share in the moneys

expended in maintenance and education, this is not due to any intention on the part of the settlor to benefit the parent or such other persons, but follows from the relationship in which they stand towards the infant. The result is that I cannot bring myself to assent to the argument on behalf of the infant. Were I to do so I should be stretching the doctrine of public policy beyond reasonable limits, and be establishing a dangerous precedent. I therefore hold that in the existing circumstances the trustees have no discretionary powers of maintenance which they can exercise in the infant's favour.—COUNSEL, Maugham, K.C., and Dighton Pollock; Clayton, K.C., and Stokes; Farwell. SOLICITORS, Guscotte, Wadham, Tickell, & Co.; Charles Russell & Co.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**Re HATCH. HATCH v. HATCH.** Sargant, J. 7th June.

**WILL—ESTATE DUTY—DIRECTION TO PAY DUTIES OUT OF RESIDUE—NEW DUTIES IMPOSED AFTER DEATH OF THE TESTATOR—FINANCE ACT, 1894 (57 & 58 VICT. C. 30), s. 5—FINANCE ACT, 1914 (4 & 5 GEO. 5, C. 10), s. 14.**

Where a testator who had specifically settled certain funds under his will directed that all legacy, annuity, succession or other duties payable in respect of all and every the benefits given by that his will, except duties payable by his residuary legatees, should be borne and paid by his residuary trust estate, and after the testator's death a new Finance Act was passed imposing fresh duties,

Held, that the direction extended to all succession, legacy and estate duties payable on the deaths of the tenants for life of the specifically settled funds.

Held, that *Re Snape*, *Elain v. Phillips* (59 SOLICITORS' JOURNAL, 562; 1915, 2 Ch. 179), is overruled by *Re Palmer* (p. 565; 1916, W. N. 229), in so far as the former laid down any general principle as to future duties.

This was an originating summons taken out by the plaintiffs, who were the executors and trustees of the will of A. D. Hatch, made in 1905. The summons raised (*inter alia*) the question whether the direction in the will that all legacy, annuity, succession or other duties payable in respect of all and every the benefits given by the will (other than duties payable in respect of residue) were to be borne and paid by the testator's residuary estate was to be confined to duties payable on his death, or extended to succession or legacy duties payable on the deaths of the tenant, for life of the specifically settled funds respectively, a Finance Act having, in fact, come into operation after the death of the testator imposing fresh duties. Clause 8 of the testator's will directed his trustees to stand possessed of certain specific real and personal securities, which he called "Andrew Basil's Fund" upon trust to pay the income thereof to Andrew Basil Hatch for his life, subject to a restraint on alienation, and after his death on certain trusts in favour of his children or remoter issue, and, in default of such children or issue, in trust for other persons. Clause 9 created another similar trust in favour of Edgar Clifton Hatch. Clause 20 of the will was as follows:—"I expressly direct that all legacy, annuity, succession or other duties payable in respect of all and every the benefits given by this my will (and save and except the legacy, succession and other duties payable by my residuary legatees in respect of their shares and interests of and in my residuary real and personal estate, and which duties are to be borne and paid by such residuary legatees respectively) shall be borne and paid by my residuary trust estate." A. D. Hatch died on 10th November, 1907. Andrew Basil Hatch died in October, 1914, leaving no issue him surviving, and Edgar Clifton Hatch died a bachelor on 11th October, 1915. Section 14 of the Finance Act, 1914, abolished the relief in respect of settled property created by section 5, sub-section (2), of the Finance Act, 1894, in the case of persons dying after 14th August, 1914. Counsel for the persons interested in the residuary estate said that in the case of *Re Snape*, *Elain v. Phillips* (*supra*), it had been laid down as a general principle that the application or operation of such a gift as this must be determined with reference to the duties imposed by statute in respect of the legacy at the date of the death, and ought not to be extended to duties under legislation after that date. They also argued that the testator only intended to deal with the duties imposed at the date of his will. Counsel for the widow of Andrew Basil Hatch referred to a shorthand note of a judgment delivered on 3rd June in the Court of Appeal, reversing the decision in *Re Palmer* (1916, 1 Ch. 395), and contended that this new decision overruled *Re Snape*, in so far as that case was said to lay down any general principle, and that each case must now be decided upon the construction of the particular will under consideration.

SARGANT, J., after stating the facts, said: In my judgment the direction in clause 20 of the will extends to all succession, legacy and estate duties payable on the deaths of the tenants for life of the specifically settled funds, and such duties must accordingly be paid out of the residuary estate. In my opinion the decision in *Re Snape*, if and so far as it lays down any general principle, is wrong, having regard to what Lord Cozens-Hardy, M.R., said in *Re Palmer* recently, of which judgment I have a shorthand note before me, the case not yet having been reported on appeal. Now, after the decisions in *Re Snape* and *Re Palmer*, I consider that I am left at large to decide on the construction of the particular will before the Court. I am, however, assisted in this case in arriving at the construction at which I have arrived by the use of the words in clause 20: "all and every the benefits given by this my will."—COUNSEL, Arthur Underhill; Alexander

Grant, K.C., and Dighton Pollock; Mark L. Romer, K.C., and Marcy; Galbraith. SOLICITORS, Smiles & Co.; Bennett & Ferris; Devonshire, Monkland, & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

## King's Bench Division.

**SANATORIUM (LIM.) v. MARSHALL.** Lush and Sankey, JJ.  
5th and 18th April.

PRACTICE—COUNTY COURT—JUDGE MISDIRECTING HIMSELF—JURISDICTION TO ORDER NEW TRIAL—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), s. 93

*A county court judge, who has heard an action without a jury, has jurisdiction under section 93 of the County Courts Act, 1888, to order a new trial, if he is of opinion that he has made a mistake and misdirected himself.*

Appeal from the Croydon County Court. The plaintiffs sued the defendant for damages for breach of warranty on the sale of a horse. The county court judge, who heard the action without a jury, found that the horse had a cold at the date of delivery, that this was a symptom of broken wind, and that consequently the horse was unsound, and gave judgment for the plaintiffs. The defendant applied to the county court judge for a new trial, and the judge granted it on the ground that he had made a mistake and misdirected himself as to the inference of fact to be drawn from the horse having a cold. The plaintiffs appealed. Section 93 of the County Courts Act, 1888, provides that "every judgment and order of the court, except as in this Act provided, shall be final and conclusive between the parties." The judge shall also in every case whatever have the power, if he shall think just, to order a new trial, to be had upon such terms as he shall think reasonable, and in the meantime to stay the proceedings." It was contended for the appellants that the county court judge, having once finally adjudicated upon the matter, could not subsequently change his mind, and order a new trial on the ground that he had made a mistake. The jurisdiction to order a new trial must be exercised judicially, and the mere fact that he had arrived at his original conclusion with misgiving or hesitation was not a sufficient ground for granting a new trial: *Brown v. Dean* (1910, A. C. 373). For the respondent it was contended that a judge could misdirect himself in the same way that he could misdirect a jury, and if he was of opinion that he had made a mistake and misdirected himself, and that the result of the trial was unsatisfactory, he could grant a new trial (*Jones v. Spencer*, 77 L. T. 536), though he could not reverse his own judgment: *Clarke v. West Ham Corporation* (1914, 2 K. B. 448). *Cur. adv. vult.*

April 18. SANKER, J., in delivering the judgment of the Court, dismissing the appeal, said: In giving his decision, granting a new trial, the county court judge said that, though he had no power to reverse a decision, yet if he had misdirected himself, he could order a new trial; and he said that, in drawing the inference that, because the horse had a cold at the time when it was delivered, it was at that time broken-winded, he misdirected himself. It was contended that the judge had no jurisdiction to act as he did; it was therefore necessary to examine what powers a county court judge had in such circumstances. They were derived from section 93 of the County Courts Act, 1888. [His lordship read the section.] That section was in almost identical words with section 89 of the County Courts Act, 1846. The matter had received judicial interpretation, and the result of the cases appeared to be as follows: (1) When a judge had made up his mind, and had given his decision, he could not change his mind and reverse his decision merely because he was dissatisfied, or thought better of it: *Irving v. Askew* (L. R. 5 Q. B. 203); *Brown v. Dean* (sup.). (2) The power to order a new trial must be exercised judicially, and the order could only be made on grounds which were in the High Court sufficient in law for making it: *Murtagh v. Barry* (24 Q. B. D. 632), approved in *Brown v. Dean* (sup.). (3) A county court judge, when he had once decided that there was a case to go to the jury, could not grant a new trial on the ground that there was no case to go to the jury, for the proper remedy in such circumstances was to enter judgment for the defendant—and that the judge had no power to do: *Robinson v. Fawcett* (1901, 2 K. B. 325); *Clarke v. West Ham Corporation* (1914, 2 K. B. 448). Applying those rules to the present case, it was necessary to consider whether the High Court would have had power to grant a new trial. In the opinion of the Court it would. If the case had been tried with a jury, and the county court judge had misdirected them, it was clear that the High Court could have ordered a new trial. Just as a county court judge could misdirect a jury, so he could misdirect himself (see *Barry v. Minton*, 1913, A. C. 584, at p. 594). It appeared to the Court, therefore, that if the county court judge did misdirect himself, there would be power in him to grant a new trial. One of the rules of the High Court under which a new trial could be granted was, where substantial wrong or miscarriage had been occasioned in the trial owing to a mistake of the judge; where, for example, the attention of the jury was not directed to the whole of the facts of the case, or the court was not satisfied that the real question to be determined was so left to them that their verdict was given upon that question: *Jones v. Spencer* (sup.). The present case was exceptional. There was the very categorical statement of the county court judge that he had made a mistake, and did

misdirect himself. In the opinion of the Court he was right in making that statement, and was entitled to give effect to it. He therefore had jurisdiction to order a new trial, and the appeal must be dismissed. Appeal dismissed.—COUNSEL, T. Beresford, for the appellants; J. D. Cassels, for the respondent. SOLICITORS, for the appellants, A. Ross Dagg; for the respondent, F. Foss & Son.

[Reported by L. H. BARNES, Barrister-at-Law.]

## Solicitors' Cases.

**PUDDEPHATT v. LEIGH** (No. 2). Younger, J. 13th, 14th, and 18th April.

PRACTICE—COSTS—SOLICITOR'S LIEN—CHANCERY AND KING'S BENCH ACTIONS—SAME SUBJECT-MATTER—SET-OFF IN EQUITY—R. S. C., ORD. 65, r. 14.

*There is jurisdiction in equity to set off the costs of a Chancery action against the costs of a King's Bench action, both actions being between the same parties and arising out of the same subject-matter.*

*Bake v. French* (1907, 1 Ch. 428), a case of "independent proceedings," and *Blakey v. Latham* (1889, 41 Ch. D. 518), a case of an unsuccessful attempt to set off costs in a trade-mark action against costs in a patent action, are both distinguishable from this case.

*The discretion of the judge should be exercised in favour of allowing the set-off where the issue in one action could have been properly raised by way of counterclaim in the other.*

*Meynell v. Morris* (1911, 194 L. T. R. 667) applied.

Ord. 65, r. 14, which is interpreted in *Reid v. Cupper* (1915, 2 K. B. 147), goes to shew that the old views expressed by Lord Eldon as to the sanctity of a solicitor's lien no longer obtain.

This was a summons by the defendant in a Chancery action that he might be at liberty to set off the costs ordered to be paid by him to the plaintiff against the costs ordered to be paid by the plaintiff to him in a King's Bench action between the same parties and arising out of the same transaction. The facts were as follows:—The plaintiff brought an action in the Chancery Division (*Puddephatt v. Leigh*, 60 SOLICITORS' JOURNAL, 210) for an injunction to restrain the defendant from voting at a meeting otherwise than as directed by the plaintiff in respect of certain shares which, in order to secure the repayment of a loan, had been transferred to him by the plaintiff, who reserved to himself in a letter his voting rights, and in this action the plaintiff obtained an order and costs. The defendant in this Chancery action brought an action in the King's Bench Division for payment by the plaintiff in the Chancery action of arrears of interest due on the loan, and he also recovered judgment with costs. Hence this application to set off. *Cur. adv. vult.*

YOUNGER, J., in the course of a long considered judgment, in which he reviewed the authorities, said: In my opinion, notwithstanding the decisions in *Blakey v. Latham* (1889, 41 Ch. D. 518) and *Bake v. French* (1907, 1 Ch. 428), I have a discretion to allow a set-off, and I consider that in this case I ought to exercise the discretion by allowing the set-off, notwithstanding the lien of the plaintiff's solicitor. The plaintiff's case in this action might have been raised by way of counterclaim in the King's Bench action. If it had been so raised, the set-off would have been a matter of course for reasons similar to those stated by Eve, J., in *Meynell v. Morris* (1911, 104 L. T. R. 667), and I cannot think that the result should be affected by a mere accident of procedure. Moreover, I am struck by the fact that both actions arose out of the same transaction. But beyond all these considerations, I wish to base the exercise of my discretion on broader grounds. Ord. 65, r. 14, reversing as it did the rule which had obtained in courts of common law for nearly fifty years, together with the recent decision of the Court of Appeal in *Reid v. Cupper* (1915, 2 K. B. 147), go to shew that the old views as to the sanctity of a solicitor's lien no longer obtain. The views of Kay, J., in *Blakey v. Latham* (1889, 41 Ch. D. 518), and not those of Lord Eldon on this subject, now hold the field; and it is well that they should. The result is that, *prima facie*, a set-off should not, owing to such a lien, be refused if as between the parties themselves it would be fair and just, and if no fraud or imposition has been practised on the solicitor by collusion between them. The set-off will therefore be allowed.—COUNSEL, H. E. Wright; *Meyrick Beebee*. SOLICITORS, for the defendant, Field, Roscoe, & Co., for *Piment & Co.*, Birmingham; for the plaintiff, Hatchett-Jones, Bisgood, Marshall, & Thomas.

[Reported by L. M. MAY, Barrister-at-Law.]

The Central Control Board (says the *Times*) has appointed a delegation to inquire into local conditions in respect of the liquor traffic in the counties of Essex, Hertford, and Buckingham and to consider whether the Order of the Board shall be extended to these three counties or any part not already scheduled. The delegation, which consists of Mr. John Pedder, the Rev. H. Carter, and Mr. Towle, met on the 9th inst. at the Hotel Cecil and held a conference with the naval, military, munition, and local authorities. In the afternoon a deputation of the licensed trade in the three counties was received by the delegates.



## New Orders, &c.

### Coroners Act, 1887.

#### FORM OF INQUISITION.

I, Stanley Owen Buckmaster, Lord High Chancellor of Great Britain, hereby prescribe, in pursuance of the Coroners Act, 1887, that an inquisition, in lieu of being in the form contained in the Second Schedule to the Coroners Act, 1887, shall be in the form contained in the Schedule hereto or to the like effect; provided that nothing contained in this Order or in the Schedule thereto shall apply to the County Palatine of Lancaster.

(Signed) BUCKMASTER, C.

#### SCHEDULE.

##### FORM OF INQUISITION.

##### MIDDLESEX TO WIT.

AN INQUISITION taken for our Sovereign Lord the King at \_\_\_\_\_, in the parish of \_\_\_\_\_, in the county [or as the case may be] of \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, [and by adjournment on the \_\_\_\_\_ day of \_\_\_\_\_, or as the case may require] before A.B., one of the coroners for our Lord the King for the said [county, or, as the case may be] upon the oath [or and affirmation] of [in the case of murder or manslaughter here insert the names of the jurors, L.M., N.O., &c., being] good and lawful men of the said [county or, as the case may be] duly sworn to inquire for our Lord the King, on view of the body of C.D. [or of a person to the jurors unknown] as to his death; and those of the said jurors whose names are hereunto subscribed upon their oaths do say:—

Here set out the circumstances of the death, as, for example:

- (a) That the said C.D. was found dead on the \_\_\_\_\_ day of \_\_\_\_\_, in the year aforesaid, at \_\_\_\_\_, in the county of \_\_\_\_\_, [or set out other place of death] and \_\_\_\_\_.
- (b) That the cause of his death was that he was thrown by E.F. against the ground, whereby the said C.D. had a violent concussion of the brain and instantly died thereof [or set out other cause of death].

#### CONCLUSION.

Here set out the conclusion of the jury as to the death, as, for example:

##### MURDER.

- (c) And so do further say that the said E.F., on the said day of \_\_\_\_\_, 19\_\_\_\_, in the county of \_\_\_\_\_, murdered the said C.D.

##### MANSLAUGHTER.

Or, do further say that the said E.F., on the said day of \_\_\_\_\_, 19\_\_\_\_, in the county of \_\_\_\_\_, unlawfully killed the said C.D.

##### BY MISADVENTURE.

Or, do further say that the said E.F. by misfortune and against his will did kill the said C.D.

##### JUSTIFIABLE HOMICIDE.

Or, do further say that E.F., in the defence of himself [and property] did kill the said C.D.

##### ACCESSORY BEFORE THE FACT OF MURDER.

In case of there being an accessory before the fact add:

And do further say that K.L., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, did counsel, procure, and command the said E.F. to commit the said murder.

At end add:

In witness whereof as well the said coroner as the jurors have hereunto subscribed their hands and seals the day and year first above written.

Another example is:

That the said C.D. did on the \_\_\_\_\_ day of \_\_\_\_\_, fall into a pond of water situate at \_\_\_\_\_, by means whereof he died.

Here set out the conclusion of the jury as to the death, as, for example:

##### UN SOUND MIND.

And so do further say that the said C.D., not being of sound mind, did kill himself.

##### FOR FELONY DE SE.

Or, do further say that the said C.D. did feloniously kill himself.

##### BY MISADVENTURE.

Or, do further say that the said C.D. by misadventure fell into the said pond and was killed.

Here set out the particulars required by the Registration Acts:

And the jurors aforesaid do further say that the said C.D. at the time of his death was a \_\_\_\_\_ male person of the age of \_\_\_\_\_ years and \_\_\_\_\_

[There is a similar form for the County Palatine of Lancaster.]

## War Orders and Proclamations.

The London Gazette of 16th June contains the following:—

1. An Order in Council, dated 15th June, making variations in the "Statutory List" under the Trading with the Enemy (Extension of Powers) Act, 1915, as follows:—Additions: Argentine (2); Bolivia (1); Brazil (2); Greece (9); Persia (2); Peru (2); Philippine Islands (2); Portugal (9); Portuguese East Africa (1); Spain (24); Sweden (1); Uruguay (1). Removals: Argentine (3); Brazil (1); Ecuador (5); Persia (5); Peru (3); Portuguese East Africa (1); Spain (1); Sweden (1). And several variations in names already in the list.
2. A Foreign Office Notice, dated 16th June, that additions have been made to the lists of persons to whom articles to be exported to Siam and Liberia may be consigned.
3. Two Board of Trade Notices, dated 21st May and 9th June, certifying under the Military Service Act, 1916, s. 2 (2), that the work of certain classes of men (1) in the Port of London and (2) in any port in Great Britain is work of national importance. The operative parts are printed below.
4. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring three more businesses to be wound up, bringing the number to 199.
5. Admiralty Notices to Mariners as follows:—

(1) A Notice, dated 10th June, 1916 (No. 622 of the year 1916, republishing No. 585 of 1916), relating to Scotland, North-East Coast, and prescribing regulations for traffic in the Pentland and Moray Firths, by which traffic at night is in effect prohibited. The Notice contains a chart of the Firths, and there is a caution as follows:— "Neutral or Allied vessels are particularly warned that the passage through the Pentland Firth presents very grave risks to a westbound vessel, and are strongly advised not to take it."

(2) A Notice, dated 14th June (No. 635 of the year 1916), repeating Notice No. 565 of 1916, with additions and amendments to Part I., section [A], relating to Scotland, East Coast and Orkney Islands. This contains further restrictions on traffic at night.

(3) A Notice, dated 10th June, 1916 (No. 621 of the year 1916, republishing No. 24 of 1916), relating to England, East Coast, and providing, with a view to safeguarding the interests of shipping in the vicinity of Harwich, as follows:—

No vessel, either British, Allied or Neutral, is to be within the area west of a line joining the following positions:—

- (a) Lat. 52° 08' N., long. 1° 41' E.
- (b) Lat. 52° 02' N., long. 1° 42' E.
- (c) Sunk Light-Vessel.
- (d) Sunk Head Buoy.

Any vessel contravening the foregoing regulations will run the gravest risk of being sunk.

All the above regulations are made under the Defence of the Realm (Consolidation) Regulations, 1914.

The London Gazette of 20th June contains the following:—

6. A Foreign Office Notice, dated 20th June, that additions have been made to the lists published as a supplement to the London Gazette of 16th May, 1916, of persons to whom articles to be exported to China may be consigned.
7. A Notice of additional appointments of members of Appeal Tribunals under the Military Service Act, 1916, as follow:—Norfolk (1); Somerset (1); Counties of Southampton and Isle of Wight (1); West Central District of West Riding of Yorkshire (1).
8. A War Office Notice, dated 16th June (printed below), modifying the Notice of 8th June (ante, p. 558), as to dealings in raw wool.
9. A War Office Notice, dated 16th June (printed below), further defining "Arms and Ammunitions" and "Military Explosives," to which Defence of the Realm Regulation 30a is applied. (See 59 SOLICITORS' JOURNAL, p. 764.)
10. Admiralty Notices to Mariners as follows:—

(1) A Notice dated 17th June (No. 645 of the year 1916), republishing Notice No. 1 of 1916, containing regulations as to vessels approaching British Ports, especially in view of the fact that all entrance to certain ports of the Empire may be forbidden, and as to the examination of vessels. Part IV., which is made under the Defence of the Realm (Consolidation) Regulations, 1914, is as follows:—

H.M. Vessels are constantly engaged in sweeping operations off the coasts of the United Kingdom.

Whilst so engaged, they work in pairs connected by a wire hawser, and are consequently hampered to a very considerable extent in their manœuvring powers.

With a view to indicating the nature of the work on which these vessels are engaged, they will show the following signals:—

A black ball at the foremast head and a similar ball at the yardarm, or where it can best be seen, on that side on which it is dangerous for vessels to pass.

For the public safety, all other vessels, whether steamers or sailing craft, must keep out of the way of vessels flying this signal, and should especially remember that it is dangerous to pass between the vessels of a pair.

(2) A notice, dated 17th June (No. 650 of the year 1916, republishing No. 318 of 1916), of a regulation under the Defence of the Realm (Consolidation) Regulations, 1914, that a certain area in the northern approach to the River Humber, the limits of which are defined, is entirely prohibited to all vessels.

### Military Service Act, 1916, Section 2 (2).

#### WORK OF NATIONAL IMPORTANCE.

##### (1)

The Board of Trade (being a Government Department) certify that the work of the following classes of men in the port of London, viz. :—

- (1) The office staffs of :—
  - (a) All shipowners and shipbrokers carrying on business in the Port.
  - (b) The Port of London Authority.
  - (c) All other employers of dock, wharf and river labour in the port.
  - (d) Cartage and/or motor haulage contractors, so far as their business is connected with the Port.
- (2) Manual labourers in the Port (including all dock, wharf and river workers and stevedores).
- (3) Engineers and superintendents engaged in cargo transport work at the docks, public wharves and river, and foremen and weight and tally clerks and other outdoor staff.
- (4) Men employed in any capacity, manual or clerical, in connection with lighters, barges and tugs in the Port.
- (5) Men employed in any capacity, manual or clerical, in connection with the business of cartage and/or motor haulage and contracting : is work of national importance.

Signed on behalf of the Board of Trade, this 21st day of May, 1916.

H. LLEWELLYN SMITH,

Secretary to the Board of Trade.

##### (2)

The Board of Trade (being a Government Department) certify that the work of the following classes of men in any port in Great Britain, viz. :—

- (1) Dock and wharf labourers and other workmen engaged in transport work of ports, docks, wharves and waterways :
- (2) Persons, excluding clerks, employed on the maintenance or operation of ports, docks, wharves and waterways : is work of national importance.

Signed on behalf of the Board of Trade, this 9th day of June, 1916.

H. LLEWELLYN SMITH,

Secretary to the Board of Trade.

### Sale of Raw Wool.

War Office,

16th June, 1916.

1. With reference to the Army Council Order of the 8th June, 1916, prohibiting purchase and sale of British and Irish Wool of the 1916 clip, inquiries have been made by representatives of the Trade as to the position of raw skins and skin wools under the Order.

The Army Council therefore desire to make the following announcement :—

- (1) No restriction is intended to be placed on the purchase and sale of raw sheep-skins.
- (2) It is not desired to restrict the purchase and sale of skin wool pulled prior to the date of the Order.
- (3) Skin wool pulled after the date of the Order is subject to the embargo.

General permission is therefore given to buy, sell or deal in (1) raw sheep-skins, and (2) skin wool pulled prior to the 8th June, 1916.

2. The Army Council have arrangements under consideration for purchasing the whole of the 1916 clip. In consequence, the usual Provincial auction sales will not be held.

### Defence of the Realm Regulations.

War Office,

16th June, 1916.

(See Army Council Order published in London Gazette of 24th September, 1915; 59 SOLICITORS' JOURNAL, p. 764.)

#### ARMS AND AMMUNITION.

The articles mentioned below are included under the term "Arms and Ammunition" specified by the Army Council as War Material to which Defence of the Realm Regulation 30a is applied :—Ammunition, Bombs, Cartridges, Detonators, Fuses (for shells), Gaines, \*Grenades, Guns (Artillery), Machine Guns, Mortars, Pistols, Revolvers, Rifles, \*Shells and shell bodies (machined), Cavalry Swords.

Machinery, Raw Material and Components other than those mentioned are not included under War Material.

Applications for a permit under Regulation 30a in respect of any of the above should be addressed to the Secretary (M.I. 6D), War Office.

\* No licence is required for rough castings or unmachined shell bodies.

#### MILITARY EXPLOSIVES.

The articles mentioned below are included under the term "Military Explosives" specified by the Army Council as War Material to which Defence of the Realm Regulation 30a is applied :—\*Acetate (grey) of Lime, \*Acetone, Ammonal, Ballistite, Bellite, Blastine, Cordite, Fulminate of Mercury, Gunpowder (except Sporting and Commercial), Melinite, Megadine, Nitro Cellulose Powder, Nitro Glycerine, Perchlorate of Ammonia, Perchlorate of Potash, Picric, Sabulite, T.N.T. (Trinitrotoluol), Trotyl, Tetryl, Tonite, T.N.X. (Trinitroxylol).

Application for a permit under Regulation 30a in respect of any of the above, with the exception of grey acetate of lime or acetone, should be addressed to the Secretary (M.I. 6D), War Office.

\* Applications for a permit under Regulation 30a in respect of grey acetate of lime or acetone should be addressed to the Director of Propellant Supplies, Ministry of Munitions, 32, Old Queen-street, S.W.

## Societies.

### The Law Society.

#### ANNUAL GENERAL MEETING.

The annual general meeting of the members of this Society will be held at the Society's Hall (Chancery-lane entrance), on Friday, the 7th July, 1916, at 2 p.m.

The following are the provisions of Bye-law 15 as to the business to be transacted at an annual general meeting, namely :—

"The business of an annual general meeting shall be the election of president, vice-president, and members of Council, as directed by the charter, and also the election of auditors; the reception of the accounts submitted by the auditors for approval, the reception of the annual report of the Council, and the disposal of business introduced by the Council, and of any other matter which may consistently with the charter and bye-laws be introduced at such meeting."

On pp. 571-2 will be found the names of the candidates nominated to fill the ten vacancies in the Council, and in the offices of president, vice-president, and auditors, with the names and addresses of their nominators.

The President will move that, as and from the 26th April, 1919, Bye-law 40 be rescinded and the following bye-law be made and adopted in substitution for it :—"40. On the day of the annual general meeting in each year the ten members of the Council who have been longest in office shall go out of office, and their places shall be filled by election. As between two or more members of the Council who have been in office for the same length of time, the members to go out of office shall in default of agreement between them be determined by the Council. A retiring member shall be eligible for re-election, provided that, of the ten members of the Council who in each year go out of office under the provisions of this bye-law, two shall (except as hereinafter mentioned) be ineligible for re-election at the annual general meeting at which they go out of office, or at any adjournment of such meeting, and the two members so to be ineligible shall in default of agreement be selected by the Council. The outgoing members of the Council shall be considered as in office not only until the annual general meeting shall break up or adjourn, but until others shall be respectively elected in their place. If at any annual general meeting the number of vacancies in the Council (other than those caused by retirement in rotation) by reason of the death, resignation or disqualification of members of the Council since the last annual general meeting (in this bye-law called casual vacancies) shall be two or more, the portion of this bye-law which provides for retiring members being ineligible for re-election shall not apply. If there shall be no casual vacancies two retiring members shall be ineligible for re-election. If there shall be only one of such casual vacancies one retiring member shall be ineligible for re-election."

Col. CHARLES FORD, V.D., will move :—"That the holding of special general meetings annually in the month of January be suspended during the continuance of the great war, notwithstanding the resolution of the Society of the 15th July, 1881, requiring such meetings to be so held"; and "Barrister Commissioners and Financial Relief for Soldiers and Sailors during the War—in the opinion of this meeting—assuming the appointment of commissioners to have been necessary—solicitors ought not to have been excluded from such appointments."

The following are extracts from the annual report of the Council :—

*The War.*—The Society's records shew that up to 31st December, 1915, 2,427 solicitors and 1,265 articulated clerks had joined H.M. forces. They also shew that 147 solicitors and ninety articulated clerks have given their lives in the service of their country. Seventy solicitors and twenty-four articulated clerks have been mentioned in despatches, of whom five solicitors and one articulated clerk have been twice mentioned. The following honours have been awarded :—Companions of the Bath, two solicitors; Companions of St. Michael and St. George, six solicitors; Distinguished Service Order, five solicitors; Military Cross, twenty solicitors



and fifteen articled clerks; Distinguished Conduct Medal, three solicitors. The portrait of Colonel Sir Charles Longmore, K.C.B., by Mr. Orpen, A.R.A., which was subscribed for by members of the Society, has been completed and placed in the Reading Hall. Recently two Military Service Acts have been passed, which compel service by all male British subjects between the ages of eighteen and forty-one. This has resulted in many instances in interference with the carrying-on of the legal business of the country. Solicitors as a body have been careful not to raise difficulties in the way of the service of their partners or their clerks, and have, indeed, in every way encouraged them to join the forces. The Council as early as 15th November, 1915, addressed to the military authorities a letter expressing their views as to the important nature of a solicitor's business and as to a minimum staff required to carry it on. Particularly, they urged the fullest possible consideration for married men carrying on practices alone. The result of this communication may be said to be that military representatives in London have been seeking the advice of the Council with regard to applications for postponement by solicitors and their clerks there, and that Lord Derby has intimated in his instructions to military representatives generally that they should welcome the assistance of representative associations, such as the Law Society, with a view to the establishment of arrangements on lines similar to those in London. The Council believe that to a considerable extent military representatives have acted upon this intimation by consulting the Provincial Law Societies with regard to applications by solicitors and their clerks in the provinces. In London the Council have advised upon over 500 applications for exemption. The President (Mr. R. S. Taylor) and Mr. J. F. Beale, on the nomination of the Council, have been appointed by the President of the Local Government Board, members of the Advisory Committee, to consider claims in respect of civil liabilities of those called up for military service. In January last the Chancellor of the Exchequer stated in the House of Commons that he had arranged that relief from certificate duty would be allowed by the Commissioners of Inland Revenue in respect of any period during which solicitors had been prevented from attending to their business owing to absence on active service with the naval or military forces. The Council have discontinued one of each of the four final, intermediate and preliminary examinations, also for the period of the war the holding of a separate honours examination. Honorary distinction will be given as a result of the work done at the final examination. In view of the small attendance at the April meetings of the Society, and of the fact that the business transacted at them in the past could almost invariably have been dealt with at the meetings held annually in July, the Council decided that it was necessary to hold only two regular meetings of the Society annually—namely, a special general meeting in January and the ordinary general meeting in July. They accordingly included in the agenda for the special meeting of the Society held last January a notice of motion that the April meeting should in future be abandoned. This resolution was passed. During the year the Council have been called upon to consider the possibility of conceding to holders of *war degrees* the exemptions from service under articles and from certain of the Society's examinations accorded to persons holding ordinary university degrees. The Council have decided that so far as their powers enable them to do so they will make the same concession to the holders of war degrees as to those holding ordinary degrees. Since the early part of this year the Council have had pleasure in placing at the disposal of the County of London Appeal Tribunal a room in the Society's building

for the purpose of hearing appeals from local tribunals. Of the members of the Society's staff, twenty out of a total of forty-one are on active service.

**Extraordinary Members of the Council.**—The scheme for electing extraordinary members of the Council, which had been adopted on the granting of the Society's supplemental charter of 1903, was again acted upon in September, 1915, and in accordance with it and the general regulations of the Society the following members were elected extraordinary members of the Council, to hold office until the conclusion of the annual general meeting, 1918:—Mr. William Arthur Weightman, of Liverpool, to represent the Incorporated Law Society of Liverpool; Mr. Richard Alfred Pinsent, of Birmingham, to represent the Birmingham Incorporated Law Society; Mr. William Henry Norton, of Manchester, to represent the Manchester Law Society; Mr. Charles Edward Barry, of Bristol, to represent the Bristol Incorporated Law Society; Mr. Henry Temperley, of Sunderland, to represent the grouped Societies in the Northern District; Mr. Edward Bramley, of Sheffield, to represent the grouped Societies in Yorkshire; Col. Sir Charles Elton Longmore, K.C.B., of Hertford, to represent the grouped Societies in the Eastern District; Mr. Harry Rowsell Blaker, of Henley-on-Thames, to represent the grouped Societies in the Midland District; Mr. Norris Alfred Ernest Way, of Chester, to represent the grouped Societies in the Western District; Mr. Thomas Eggar, of Brighton, to represent the grouped Societies in the Southern District.

**Council Elections—Bye-law 40.**—At the annual general meeting of the Society held on 9th July, 1915, a resolution was passed suspending for a further period of three years, from 26th April, 1916, so much of Bye-law 40 as provides for retiring members of the Council being ineligible for re-election. The Associated Provincial Law Societies have, however, represented to the Council that under the scheme adopted by the association which divides the provinces into constituencies each country member of the Council is nominated by a particular constituency and is elected for at least three and possibly four years. The association have further stated that having regard to the disadvantage which the country districts suffer as compared with London, owing to the circumstance that a retiring country member of the Council cannot for four years be again nominated for election, the Council should consider a scheme whereby the disadvantage could be removed. As a result of these representations, the Council have come to the conclusion that Bye-law 40 should be amended so as to render two members retiring by rotation ineligible for re-election after taking in aid casual vacancies; that the selection for ineligibility should be made the subject of a resolution by the Council providing for the selection exclusively of town members; and that such resolution should continue binding if, and only so long as, the present scheme for electing ordinary country members is adhered to. A notice to amend Bye-law 40 accordingly will be included in the agenda for the forthcoming annual meeting. A copy of a report explaining the position is included in the appendix.

**Membership of the Society.**—The Society has now 8,729 members, of whom 3,965 practise in town and 4,764 in the country. The number of members who joined the Society during the past year is 149, as compared with 216 in the previous year. After allowing for deaths, resignations and exclusions, the number of members shows a decrease for the year of 243.

(To be continued.)

LIST OF QUALIFIED MEMBERS OF THE SOCIETY NOMINATED AS MEMBERS OF THE COUNCIL TO BE ELECTED AT THE ANNUAL GENERAL MEETING ON THE 7TH DAY OF JULY, 1916.

Name of Candidate.	Address.	Names of Nominators.	Addresses.
*Lewin Bampffield Carslake ...	50, Old Broad-street, London, E.C.	{ John Wreford Budd ... Weeden Dawes ...	24, Austin Friars, London, E.C. 2, Birch-in-lane, London, E.C.
*Sir Homewood Crawford ...	The Guildhall, City, E.C. ...	{ Richard Alfred Pinsent ... Samuel Garrett ...	Birmingham. St. Michael's Rectory, Cornhill, London, E.C.
*Alfred Davenport ...	48, Chancery-lane, London, W.C.	{ Walter Frederick Cunliffe ... Charles Goddard ...	48, Chancery-lane, London, W.C. 3, South-square, Gray's-inn, London, W.C.
		Richard Stephens Taylor ...	4, Field-court, Gray's-inn, London, W.C.
		Thomas Flewitt Walker (President Nottingham Incorporated Law Society)	Nottingham.
		Percival Wallis Allen ... (Hon. Secretary Nottingham Incorporated Law Society)	Nottingham.
†Sir Edward Henry Fraser, D.C.L.	Wellington House, Nottingham ...	Charles Henry Mortor ... (Joint Hon. Secretary of the Associated Provincial Law Societies)	5, Cook-street, Liverpool.
		Arthur Barlow ... (Joint Hon. Secretary of the Associated Provincial Law Societies)	1, High-pavement, Nottingham.

Name of Candidate.	Address.	Names of Nominators.	Addresses.
*Sir Henry James Johnson ...	101, Leadenhall-street, London, E.C.	{ Cecil Allen Coward ... Charles Goddard ...	30, Mineing-lane, London, E.C. 3, South-square, Gray's-inn, London, W.C.
†*Frank Marshall ...	{ 1, Mosley-street, Newcastle-upon-Tyne	{ Richard Stephens Taylor ... John Duguid Walker ... (President Newcastle-upon-Tyne Incorporated Law Society) Morris Paterson Jones ... (President Incorporated Law Society, Liverpool) Charles Henry Morton ... (Joint Hon. Secretary of the Associated Provincial Law Societies) Arthur Barlow ... (Joint Hon. Secretary of the Associated Provincial Law Societies)	4, Field-court, Gray's-inn, London, W.C. 24, Pilgrim-street, Newcastle-upon-Tyne. 11, Dale-street, Liverpool. 5, Cook-street, Liverpool 1, High-pavement, Nottingham.
†*Kenrick Eyton Peck ...	26, Ker-street, Devonport ...	{ Richard Stephens Taylor ... John Philip Goldsmith ... (President Plymouth Incorporated Law Society) Richard Braginton Johns ... (Hon. Secretary Plymouth Incorporated Law Society) Charles Henry Morton ... (Joint Hon. Secretary of the Associated Provincial Law Societies) Arthur Barlow ... (Joint Hon. Secretary of the Associated Provincial Law Societies)	4, Field-court, Gray's-inn, London, W.C. Devonport. Plymouth. 5, Cook-street, Liverpool. 1, High-pavement, Nottingham.
*Charles Leopold Samson ...	6, Austin Friars, London, E.C.	{ John Wreford Budd ... Sir Walter Trower ...	24, Austin Friars, London, E.C. 5, New-square, Lincoln's-inn, London, W.C.
†Charles St. David Spencer ...	6, Working-street, Cardiff...	{ Richard Stephens Taylor ... William Bradley ... Walter Scott ... Charles Henry Morton ... (Joint Hon. Secretary of the Associated Provincial Law Societies) Arthur Barlow ... (Joint Hon. Secretary of the Associated Provincial Law Societies)	4 Field-court, Gray's-inn, London, W.C. 3, Cowbridge-road, Cardiff. 25, Duke-street, Cardiff. 5, Cook-street, Liverpool. 1, High-pavement, Nottingham.
*Richard Stephens Taylor...	{ 4, Field-court, Gray's-inn, London, W.C.	{ Sir Henry James Johnson ... The Hon. Robert Henry Lyttelton	101, Leadenhall-street, London, E.C. 35, Lincoln's-inn-fields, London, W.C.

## LIST OF QUALIFIED MEMBERS PROPOSED AS PRESIDENT AND VICE-PRESIDENT.

Thomas Eggar ...	46, Old Steyne, Brighton ...	{ William Melmoth Walters ... Sir Henry James Johnson ...	9, New-square, Lincoln's-inn, London, W.C. 101, Leadenhall-street, London E.C.
Samuel Garrett ...	{ St. Michael's Rectory, Cornhill, London, E.C.	{ Charles Henry Morton ... Richard Alfred Pinsent ... Sir Homewood Crawford...	5, Cook-street, Liverpool. Birmingham. The Guildhall, City, E.C.

## LIST OF QUALIFIED PERSONS PROPOSED AS AUDITORS OF THE SOCIETY.

John Stephens Chappleow, F.C.A.	{ 10, Lincoln's-inn-fields, London, W.C.	{ Rayner Maurice Neate ... Maurice Albert Tweedie ...	16, Southampton-street, Bloomsbury-square, London, W.C. 5, Lincoln's-inn-fields, London, W.C.
Arthur Elliott Riddett ...	{ 6, Raymond-buildings, Gray's-inn, London, W.C.	{ Edward Henry Nash ... John Hewett ...	6, Raymond-buildings, Gray's-inn, London, W.C. 6, Raymond buildings, Gray's-inn, London, W.C.
John William Rose ...	{ 9, Suffolk-street, Pall Mall, London, S.W.	{ Edward Francis Hicks ... George Joseph Bayspool Porter	9, Suffolk-street, Pall Mall, London, S.W. 2, Wardrobe place, Doctors'-commons, London, E.C.

\* The Candidates marked thus \* are retiring Members of the Council, who, being eligible, have been nominated for re-election.

† The Candidates marked thus † are proposed in accordance with the scheme of nomination of the Associated Provincial Law Societies pursuant to the resolution of the Society relating to country vacancies, adopted on 5th July, 1907.



## Hearsay Evidence.

A correspondent sends us these lines which, he says, are current and are likely to amuse lawyers:—

Absolute confidence have I none,  
But my aunt's charwoman's sister's son  
Heard a policeman on his beat  
Say to a housemaid in Downing-street  
That he had a son who had a friend  
Who knew when the war was going to end.

## Obituary.

### Judge Gye.

His Honour Judge PERCY GYE, County Court Judge of Hampshire, died at Piper's Field, Winchester, on Monday, the 12th inst. Born in 1845, he was the fourth son of the late Mr. Frederick Gye, another of whose sons, Mr. Ernest Gye, married Madame Albani, the famous prima donna. Judge Gye married, in 1880, Constance, third daughter of Mr. James Sant, R.A. He was educated privately, and called to the Bar at the Inner Temple in 1872. He practised on the South-Eastern Circuit, and was appointed Judge of County Court Circuit No. 51 (Hampshire) in March, 1896, on the retirement of Judge Leonard. He was always a friend of the poor litigant, and frequently dealt rather firmly with the hire-purchase and credit-purchase systems, when in his opinion persons had been induced to purchase things they could not afford. A stickler for punctuality, Judge Gye in 1899, missing a train, travelled by special engine to be in time for a court at Petersfield. He was a great lover of animals, and a strong supporter of the R.S.P.C.A. The funeral took place at Winchester on the 15th inst.

At the sitting of the Newport County Court on the 14th inst., which was adjourned by reason of the death of the Judge, the Registrar, Mr. John Fardell, and Mr. C. F. Hiscock, on behalf of the solicitors, made feeling reference to the sad event. Mr. Hiscock said he remembered well his Honour's appointment twenty years ago, and for seventeen years he had regularly appeared before him in that and other courts. He was only re-echoing the sentiments and feelings of his friends at the Bar when he said that the late Judge was most kind-hearted, very sympathetic to the poor, and most patient in the hearing of cases which came before him, and that he did his utmost to try to arrive at a right and proper conclusion.

Qui ante diem perit,  
Sed miles, sed pro patria.

### Lieutenant John D. Champneys.

Lieutenant JOHN DALRYMPLE CHAMPNEYS, Leicestershire Regiment, who was officially reported "missing, believed wounded," in France on 22nd November, 1915, and who is now known to have been captured by the Germans and to have died of his wounds on the following day, aged twenty-six, was the elder surviving son of Sir Francis Henry Champneys, Bt., M.D., and Lady Champneys, of Littlemead, Nutley, Sussex. He was educated at Rossall School, of which he was Foundation scholar, and matriculated at Balliol College, Oxford, taking honours in the Final School of Law. He afterwards studied law in London. He was a good all-round athlete. At the very beginning of the war he obtained a commission as second lieutenant, and was soon afterwards appointed lieutenant. He was mortally wounded and captured by the Germans while on patrol duty in France, died the following day, and was buried by them at Monchy. His commanding officer writes:—"He is a great loss to me, as he was an exceedingly useful and gallant officer, and has carried out many useful reconnaissances."

### Second Lieutenant Roderick S. R. Porter.

Second Lieutenant RODERICK SPICER RUSSELL PORTER, Indian Army Reserve of Officers, attached Indian Infantry, the elder son of Mr. and Mrs. R. Porter, of Glenside, Saltash, Cornwall, was killed on June 9. He was born in May, 1890, and educated at Plymouth College, and was a member of the Cadet Corps there. After being articled to his father, he qualified as a solicitor in 1911, and subsequently joined the staff of the Public Trustee. At the end of 1913 he took up an appointment with a legal firm in Rangoon, Burma. On 20th November, 1914, he obtained a commission as second lieutenant in the Indian Army Reserve of Officers.

At a meeting of the Council of the Institute of Chartered Accountants in England and Wales held on the 7th inst., Mr. Arthur Henry Gibson, F.C.A. (Gibson and Ashford), Birmingham and London, was elected president, and Mr. Frederic John Young (Turquand, Youngs, & Co.), London, was elected vice-president for the ensuing year.

## ROYAL EXCHANGE ASSURANCE.

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## Legal News.

### Changes in Partnerships.

#### Dissolutions.

CHARLES ALFRED PIPER and EDWIN TALLACK, solicitors (Yeilding & Co.), 13, Vincent-square, Westminster. May 31. [Gazette, June 9.]

ARTHUR BRIGGS, STEPHEN CHARLES SYMONDS, and GORDON LIST TRELAWNEY STOCKER, solicitors (Brown, Briggs, & Symonds), St. Petersburg, Stockport, and Wm. Smith, Fort, & Son, at Great Underbank, Stockport. March 11. The said Arthur Briggs and Gordon List Trelawney Stocker will carry on business as solicitors at St. Petersburg, Stockport aforesaid, under the style of Brown, Briggs, & Co., and the said Stephen Charles Symonds will carry on business as solicitor at Great Underbank, Stockport aforesaid, under the style of Smith, Fort, & Symonds. [Gazette, Jan. 13.]

#### General.

Mr. Donald Maclean, M.P., presiding at the House of Commons Appeal Tribunal, on Monday, said that the appeals tribunal for the county of London had received 6,553 appeals and decided 5,798, leaving 755 outstanding.

Mr. J. J. Foy, Attorney-General of Ontario from 1905 to December, 1914, and subsequently Minister without portfolio, died on the 13th inst. He was born in 1847, and was called to the Bar in 1871. He had represented South Toronto in the Ontario Legislature since 1898.

The Minister of Munitions has appointed Mr. Ernest Newton, A.R.A., President of the Royal Institute of British Architects, in a voluntary capacity to advise the Ministry on various problems arising out of the stoppage of private building operations.

Dealing with a milk prosecution at North London Police Court on the 16th inst., in which a warranty was pleaded, Mr. d'Eyncourt said:—"I don't think that things will be right in this trade until the warranty is done away with altogether. I am sure if a man intends to be dishonest he takes care to have a warranty and observes the conditions."

The Right Hon. Sir John Eldon Gorst, K.C., of Castle Combe, Chippenham, Wilts, and Campden Hill Court, W., M.P. for Cambridge 1866-68, Chatham 1875-92, and Cambridge University 1892-1906, one of the "Fourth Party," at one time Financial Secretary to the Treasury, who died on 4th April, aged eighty, left unsettled estate of the value of £27,468, the net personalty being £26,066.

Dr. F. J. Waldo, the City coroner, at an inquest on Tuesday on a child who had died from burns, said the present tax had more than doubled the price of matches, but the tax would have been much stiffer if he had been Chancellor of the Exchequer. Too many matches were used; people smoked in theatres and on omnibuses, and threw down the matches in a most careless way. Many years ago it was mentioned in the House of Commons that the Sun Fire Office lost £10,000 a year through the use or abuse of matches.

Sir Howard Frank (Messrs. Knight, Frank & Rutley), says the *Times*, offered for sale on Monday, at the Hanover-square Estate Rooms, the Angell estate, in Brixton, Clapham, and Stockwell, by order of Lady Knightley. There was a large company, including Sir Charles Knightley and many representatives of insurance companies and other investment corporations. Lord Beauchamp bought the property, as a whole, for trustees, at the final bid of £60,450, a point to which the offers, beginning at £50,000, had travelled very rapidly; in fact, the auction occupied only ten minutes. The price, about twenty-seven years' purchase, is a satisfactory one when it is remembered that some of the ground-rents are leasehold, and that the earliest reversion is not until 1937. The estate has an area of nearly 44 acres, and produces ground-rents of £2,273 a year, secured on over 700 houses and other premises in the Brixton district. The present rack-rental value is about £28,700 a year, to which the reversions will accrue between the years 1937 and 1981.

Trial by jury has been suspended in Austria for a further period of six months. The last decree issued in this connection suspended trial by jury until the end of the present month on the ground that "first, it is extremely difficult to draw up lists of men available for service on juries; secondly, because cool and impartial judgment cannot be expected in these abnormal times." Juries have really been suspended, however, for fear of acquittals in the numerous political trials of malcontent Czechs and other Slavs.

The London City and Midland Bank, Ltd., announces that coupons for interest on Exchequer Bonds and War Loan Bonds will be cashed free of charge at any of their branches.

The "Oxford" Sectional Bookcase is the ideal one for anybody who is building up a library. It is splendidly finished, with nothing of the office stamp about it. The illustrated booklet issued by the manufacturers, William Baker & Co., Ltd., The Broad, Oxford, may be obtained gratis, and will certainly prove interesting to book lovers.—(Advt.)

## Court Papers. Supreme Court of Judicature.

### ROYA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROYA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EVE.
Monday June 26	Mr. Borrer	Mr. Bloxam	Mr. Grewell	Mr. Goldschmidt
Tuesday .....	Leach	Jolly	Church	Bloxam
Wednesday .....	Goldschmidt	Grawell	Leach	Farmer
Thursday .....	Farmer	Leach	Borrer	Church
Friday .....	Church	Borrer	Synge	Grawell
Saturday July 1	Synge	Goldschmidt	Jolly	Leach

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday June 26	Mr. Leach	Mr. Jolly	Mr. Synge	Mr. Farmer
Tuesday .....	Goldschmidt	Mr. Grewell	Borrer	Synge
Wednesday .....	Church	Borrer	Jolly	Bloxam
Thursday .....	Grawell	Synge	Bloxam	Goldschmidt
Friday .....	Jolly	Farmer	Goldschmidt	Leach
Saturday July 1	Borrer	Bloxam	Farmer	Church

### TRINITY SITTINGS, 1916.

#### COURT OF APPEAL.

##### APPEAL COURT I.

Tuesday, 20th June—Experts Applications, Original Motions, and Interlocutory Appeals from the Chancery Division (if necessary) Chancery Final Appeals.

Wednesday, 21st June—Chancery Final Appeals will be continued in this Court. Appeals from the County Palatine of Lancaster will be in the List for hearing on Thursday, 22nd June.

##### APPEAL COURT II.

Tuesday, 20th June—Experts Applications, Original Motions, Interlocutory and Final Appeals from the King's Bench Division.

Wednesday, 21st June—Final Appeals from the King's Bench Division will be taken and continued until further notice.

##### CHANCERY COURT III.

###### Mr. Justice NEVILLE.

Except when other Business is advertised in the Daily Cause List Mr. Justice Neville will take Actions with Witnesses throughout the Sittings.

##### LORD CHANCELLOR'S COURT.

###### Mr. Justice EVE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

##### CHANCERY COURT I.

###### Mr. Justice SARGANT.

In this Court the work will be taken as follows:—

Mondays .....Chamber Summonses

Tuesdays ..... { Sht caus, pets, fur con, and non-wit list  
Wednesdays ..... Non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... Motu and non-wit list.

##### CHANCERY COURT II.

###### Mr. Justice ASTBURY.

The Business in this Court (except when otherwise advertised) will be taken as follows:—

Mondays ..... Sitting in chambers  
Tuesdays ..... { Companies Acts and non-wit list  
Wednesdays ..... Fur con and non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... { Motu, sht causes, pets, and non-wit list  
Tues., June 20. Motu and Companies Acts

##### CHANCERY COURT IV.

###### Mr. Justice YOUNGER.

On each Tuesday afternoon Summonses under Trading with the Enemy Acts will be taken.

Subject thereto Mr. Justice Younger will hear Actions with Witnesses throughout the Sittings except when other Business is advertised in the Daily Cause List.

##### CHANCERY COURT V.

###### Mr. Justice PETERSON.

Tues., June 20 { Motu, sht caus, pets, fur con, and non-wit list  
Wednesday 21. Non-wit list  
Thursday .. 22 { Liverpool and Manchester business  
Friday .. 23. Motu and non-wit list  
Monday .. 26. Sitting in chambers.  
Tuesday .. 27. Sht caus, pets, fur con, and non-wit list  
Wednesday 28. Non-wit list  
Thursday .. 29. Non-wit list

Friday .. 30. Motu and non-wit list.  
Mon., July 3. Sitting in chambers.  
Tuesday .. 4. Sht caus, pets, fur con, and non-wit list  
Wednesday 5. Non-wit list.  
Thursday .. 6. Manchester and Liverpool business.  
Friday .. 7. Motu and non-wit list  
Monday .. 10. Sitting in chambers.  
Tuesday .. 11. Sht caus, pets, fur con, and non-wit list  
Wednesday 12. Non-wit list.  
Thursday 13. Motu and non-wit list  
Friday .. 14. Sitting in chambers  
Monday .. 17. Sitting in chambers  
Tuesday .. 18. Sht caus, p.a. fur con, and non-wit list  
Wednesday 19. Non-wit list  
Thursday 20. Liverpool and Manchester business.  
Friday .. 21. Motu and non-wit list.  
Monday .. 24. Sitting in chambers  
Tuesday .. 25. Sht caus, pets, fur con, and non-wit list

Wednesday 30. Non-wit list  
Thursday .. 27. Motu and non-wit list  
Friday .. 28. Non-wit list  
Monday .. 31. Sitting in chambers

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the Judge, viz.:—Two copies of minutes of the proposed order, 1 copy pleadings, 1 copy judgment, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

## COURT OF APPEAL.

### TRINITY SITTINGS, 1916.

The Appeals or other Business proposed to be taken will from time to time be announced in the Daily Cause List.

#### FROM THE CHANCERY DIVISION.

##### Judgment Reserved.

##### (General List.)

Brooke v Price (c a v June 6)

#### FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

##### (General List.)

1914.

Actiengesellschaft Fur Anilin Fabrication in Berlin & anr v Levenstein ld (s o until after termination of war) March 23 In the Matter of Letters Patent granted to Edward Mertens, No. 17,198 of 1904, and In the Matter of the Patents & Designs Acts, 1907 & 1908 (s o one week's notice on either side to restore)

1915.

In the Matter of the Estate of Sir John E Murray Scott, Bart, dec Scott v Scott

1916.

In re George Pinhorn, dec Galbraith v Mather

In re R Graham, dec Graham v Graham & ors

Woodhouse v Dunderdale

In re Smith, dec Prada v Vandro

Official Trustees of Charity Lands v Hall

Schwann v Cotton & ors

Harrison v the London & Hansatic Bank ld & anr

British Union & National Insee Co ld v F L Rawson

In the Matter of the Bede Steam Shipping Co ld and In the Matter of the Companies (Consolidation) Act, 1908

Pritchett & Gold and Electrical Power Storage Co ld v Currie & anr

Jell v Davis & Son

Waring & Gillow ld v Gillow & Gillow ld

#### FROM THE PROBATE AND DIVORCE DIVISION.

##### (Final List.)

Probate In re Charles Jeffries, dec Bliss Hill & ors v Jeffries & anr

#### FROM THE COUNTY PALATINE COURT OF LANCASTER.

##### (General List.)

1915.

In re the Estate of Robert Cain, dec Rutherford & ors v Cain & ors (not before June 30)

1916.

John Buckley & Co ld v the School Brow Colour Co ld & William Scott

In re Emma Wylie, dec Morgan v Stephenson & ors (Liverpool District Registry)

#### FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

##### (Interlocutory List.)

1915.

Smith v Pearman & ors

1916.

Weir & anr v R Korkis (s o generally)

Divorce Pynsent, M I (Applicant) v Pynsent, R B (Respt)

In re the Companies (Consolidation) Act, 1908 & In re R S Newman ld

Woolley v Rae

#### FROM THE KING'S BENCH DIVISION.

##### (In Bankruptcy.)

In re J F P Yeatman (expte Henry Miller v the Trustee & Reed & ors v Hawkes Strugnell & ors

the Debtor), No. 853 of 1910

##### Motion.

In re Bernard Boaler (expte Bernard Boaler v the Official Receiver & ors), No. 918 of 1909

##### Appeal.

In re a Debtor (expte the Debtor), No. 224 of 1916

#### FROM THE KING'S BENCH DIVISION.

##### Judgments Reserved.

##### (Final and New Trial List.)

Halsey v Lowenfeld (c a v May 18) (Heard before the Lord Chief Justice, Warrington, L.J.)

IT'S WAR-TIME, BUT — DON'T FORGET

THE MIDDLESEX HOSPITAL.

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.



The King, at the relation of Sir George Makgill, Bart v Speyer (s o v June 7) (Heard before Swinfen Eady, Phillimore and Banks, L.J.J.)

# FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1914.

The Commrs of Inland Revenue v Smyth (Revenue Side)  
Hunter v Commrs of Inland Revenue (Revenue Side)

1915.

Walter Morrison v the Commrs of Inland Revenue (Revenue Side)  
Bruce, Marriott & Co v Houlder Line ld (s o liberty to apply to restore—Feb 8)  
United Chemical Works ld v Sadur Same v Same (s o till one week after judgt in House of Lords in the Daimler case)  
The King v Additional & General Commrs of Income Tax for St Giles & St George's, Bloomsbury (s o liberty to apply to restore)  
Ounsworth (Surveyor of Taxes) v Vickers ld (s o generally)  
Firth v Faulding (s o notice of death of debt)  
Parson v Nesbitt (s o notice of death of debt)  
Finogold v Cornelius (Phillips third party)  
Mann & Overton ld v E Bennett & Co (stay granted)  
In the Matter of an Appeal to General Quarter Sessions for the County of Glamorgan D Davis & Sons ld v the Assessment Committee of Pontypridd Union, Overseers of Rhondda and the Rhondda Urban District Council  
Modern Transport Co ld v Dunerie Steamship Co (s o till after judgment in House of Lords in Tamplin's case)

1916.

The Scottish Navigation Co ld v W O Souter & Co (s o till after judgment in Tamplin's case in House of Lords)  
In re an Arbitration between Wulfsberg & Co and the Owners of ss. Riversdale (s o till after Tamplin's case in House of Lords)  
In re an Arbitration between the Admiral Shipping Co ld and Weidner, Hopkins & Co (to follow No. 15 the Scottish Navigation ld, &c)  
Crossfield & Co v Kyle Shipping ld  
Shepherd v Venestá ld  
Mitsui & Co ld v Watts, Watts & Co ld  
In re an Arbitration between Donald Campbell & Co and Sukhlall Chandanmull  
Harroway, an infant v Trevor James Morrison & Co ld v Shaw, Savill & Albion Co ld  
In the Matter of the Arbitration Act, 1889 and In the Matter of an Arbitration between Samuel Allen and Samuel Allen ld  
Walker v Shaw  
Davies v Edinburgh Life Assce Co  
In the Matter of an Arbitration between Carruthers & Co ld and Danon Freres

Scholfield Steamship Co ld v W Cory & Son ld  
Porter v Ellis  
Went v Beckwith  
Grocott v Lovatt & anr  
Holdsworth, Hongie & Co v Stein, Forbes & Co ld  
Hindley Twist Co ld v Saleme  
W Blythe & Co ld v Richards, Turpin & Co ld  
S V Nevanas & Co ld v Lothbury Supply  
B B P Syndicate v United Investment Corpn ld  
Beechey v E Pollard & Co ld  
Hugh Stevenson & Sons ld v the Aktiengesellschaft fur Carton-nagen Industrie  
London and South Western Ry Co v Gillman & Spencer ld  
The Owners of Steamship "No-lisement" v Bunge & Born  
Moore & Gallop v Evans  
Burton v Dresden  
Barham v Jarrott  
Grundy v Sun Printing & Publishing Assoc  
Hitchin & Co v Ripley & Co ld  
Northcote v Minister & Co  
W Cory & Son ld v Lampton & Herton Collieries ld  
Garnett v Todd  
McVittie v Turner  
McCallum & Co v Williams  
Buchanan v Merton & Ridge  
Dix v D Allen & Sons ld  
Conway v Cushman  
Iredell v General Securities Corpn ld  
Greenoff & Shaw v Leach & Seed  
Sheridan & Co v Lancashire Motor & Engineering Co (not before July 1)  
In the Matter of an Arbitration between the Erith Oil Works ld and Mann & Cook  
Pollard v London & Midland Insee Co ld  
Falvey v W H L Cameron ld  
Cameron v Marr  
The King v the Commrs for Income Tax for Romsey Division of County of Southampton (expte W M G Singer)  
The King v the Commrs for Income Tax for the District of Kensington (expte P E Singer)  
Lowe v Weld-Blundell  
Warburton v Co-operative Wholesale Soc ld  
R Sykes Balley ld v Yorkshire Iron & Coal Co ld  
Preston v Stockton & ors  
Green v All Motors ld  
Bolckow, Vaughan & Co v Compania Minera de Sierra Menera North Eastern Steel Co ld v Compania Minera de Sierra Menera  
Browne v Lewis (Executor of Waller, dec)  
Hildyard v McDonald & ors  
Blane (married woman) v Francis (widow)  
Ferguson v Runciman & ors  
Nash v Rochford Rural District Council  
Limerick Steamship Co ld v A Coker & Co ld  
Horwood v Miller's Timber & Trading Co ld  
The Olympia Oil & Cake Co ld v the Produce Brokers Co ld  
Serkis v Norman  
L Embiricos & ors v A A Embiricos  
In re an Arbitration between the Calico Printers' Assoc ld v the Mayor, &c, of Stockport  
Haigh v Pringle & anr  
Same v Same

# EQUITY AND LAW

LIFE ASSURANCE SOCIETY,

18, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1844.

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W. P. PHELPS, Manager.

Wilson, Sons & Co ld v The Barry Ry Co ld  
Gennari & anr v London Mail ld & anr  
Ford v Brynn Hall Colliery Co ld  
Anderson v Astley  
Keys v Straker-Squire (1913) ld  
London & Rochester Barge Co ld v General Stone and Marble Co ld  
Humphreys v Miller  
Johnston v Braham & Campbell  
Middard v Motor Petrol Assoc ld  
Tucker v Torquay & District Motor Cab Co ld  
Parr's Bank ld v the Union Cold Storage Co ld

# FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1915.

The Nefeli The Owners, Master & Crew of ss. Eleni Bristis v The Owners of ss. Nefeli her cargo & freight.  
The Lancastrian Frederick Leyland & Co. ld v Bute Shipbuilding, Engineering and Dry Dock Co ld

1916.

The Sulistion Owners of Steamship Chupra v Owners of Steamship Sulistion  
The Belvedere & Inger Owners of Steamship Belvedere v Owners of Steamship Inger  
The St Petersburg Owners of Steamship Hadley v William Dale, the Master of Steamship St Petersburg  
Without Nautical Assessors.  
The Renne Hyaffil M Isaacs & Son ld v The Owners of ss. Renne Hyaffil and freight  
The Thorsa Owners of Cargo lately laden on board Steamship or Vessel Thorsa v Owners of Steamship or vessel Thorsa  
The Polzeath Walter Charles Searley v Owners of Steamship Polzeath

# FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1912.

The King v Justices of the County of London & ors (expte Stanley) (s o generally)

The King v Justices of the County of London & ors (expte the London County Council (s o generally))

1916.

Lojo Ausagobolag v Burt, Boulton & Haywood ld (s o liberty to restore)

Original Motion.

H E Huntington v Lewis & Simmons (s o to be mentioned)  
King's Bench Division (Interlocutory List).

Huntington v Lewis & Simmons  
J Soames & Son ld (Judgt Creditors) v Papierfabrik Wiessenstein A.G. (Judgt Debtor) & H Huber & Co (Garnishées) (s o generally)  
Macedougall v Universal Stock Exchange ld  
Daily Express (1908) ld v Mountain  
Tough Oaks Gold Mines ld v Kirkland Lake Proprietary ld & ors

# IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1915.

Oates v Thomas Turner & Co

1916.

Wrenn Leah v H.M. Postmaster-General (s o till after decision in House of Lords in "McInerney v Considine")  
Golbourn v Port of London Authority.  
Fox v Rees & Kirby ld & ors  
Southampton Gas Light & Coke Co v Stride  
McDermott v Drake & Sons  
Pyper v Manchester Liners ld  
Armstrong v Gregson & Co  
Dundee, Perth & London Shipping Co v Wilcock  
Josey v Vincent  
Taylor, an infant v Powell Dufryn Steam Coal Co  
Harper v Harper  
Sutcliffe & Son v Robinson  
Ince v Reigate Education Committee  
Westminster Brymbo Coal & Coke Co ld v Evans & anr  
Lewis v Wrexham & Acton Collieries ld  
Snaith v Palmer's Shipbuilding & Iron Co ld  
Chorley Colliery Co ld v Bolton  
Highley v Lancashire & Yorkshire Ry Co  
Alderman v Warren

Parsons v Somerset Joint Committee of the South Western & Midland Ry Cos  
Jenkinson v F Steiner & Co  
Van Laecke v Hunter  
Longhurst v John Stewart & Son (1912) ld (Port of London Authority, 3rd parties)  
Fowler & Co ld v Raper

Port of London Authority v Wallace  
Cox v George Trollope & Sons & Ors  
Kettle v McKay & Ryland  
N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals, &c., set down to 9th June, 1916.

Kirby v Morris  
Nalder v Nalder  
Ashburton v Furniture Trade Supply Co ld  
Thomas v Buckland  
In re Niel Ryrie ld Harben v Niel Ryrie ld  
Caswell v London City & Midland Bank  
The Alpertown Rubber Co v Manning  
Thomas v Thomas  
Engel v Goldstein  
Black Mountain Silica Co v Colliery Investment Trust  
Webb v Chandler  
The Winning Post (1906) ld v The Palace Theatre ld  
Phillips v The Manufacturers Society ld  
Attorney-Gen v The New Sharleton Collieries ld  
In re an Appln, No 365,888, by the Havana Commercial Co & In re an opposition, No 6,017, by George Wilkes & In re Trade Marks Act, 1903  
Batany v Charron ld  
Lupton v Wood  
Liverpool Corp v W Muirhead & Co ld  
Morgan v G E Morgan ld  
Morgan v Morgan  
In re Butcher, dec Buckthrought v Pownall  
Cass v Jackson  
Whitefield v Hooper  
Simmons v Bodinstone  
In re F J Mitchell, dec Benham v Lascelles  
In re Mitchell, dec Benham v Lascelles  
Davis v Davis  
Stephenson, Blake & Co v Grant, Legros & Co ld  
In re Hollebone, dec Bligh v Edell  
Meggeson v Groves  
Drury v Stow  
The University of London Press ld v The University Tutorial Press ld  
Godfrey & Ors v Luton Dyeing, & Co  
Spearing v Bissley  
In re F Currey, dec Currey v Currey  
Kleno Manufacturing Co ld v Drake  
The Scottish Provident Institution Buildings ld v W Cubitt & Co  
International Horse Agency, & Co ld v Burisow  
Dick v Norton  
Graham v Killick  
Pickering v Pickering  
Battersby v Whiteley  
Northbourne v Davis  
Goodwin v Stevenson  
Law v Harrigan  
In re Floyd, dec Collins v Floyd

In the Matter of the Patents & Designs Act, 1906, and In the Matter of Applns of The Standard Rotary Machinery Co ld and The Standard Engineering Co ld  
In the Matter of Ralph Hancock's Patent, No 21,353 of 1913 and In the Matter of the Patents & Designs Acts, 1907 & 1908

From Mr. Justice SWINFEN EADY's List.

Carter v du Cros (s o generally) Adjourned Summonses.

In re Hawkins, dec White v White (restored)  
In re Jas Hobbs Hobbs v Hobbs (s o generally)

(For Mr. Justice EVE.)  
In re T Staples, dec Owen v Owen pt hd (s o generally)

Further Considerations.  
Korkis v Andrew Weir & Co  
In re Elizabeth Musgrave, dec Cripps v Wilkinson  
In re E A Jones, dec Jones v Jones

Causes for Trial Without Witnesses and Adjourned Summonses.

In re Wilkinson's Settlement Butler v Wilkinson (s o generally)

In re Sir C J Stoddart, dec Bird v Grainger

In re Williams' Agreement In re W R Williams dec Sale v Williams (s o generally)

In re Atkinson, dec Atkinson v Atkinson (s o generally)

In re Charles Davis, dec Preston v Phillips (s o generally)

Hirst v Block (s o generally)  
In re W Greet, dec Pitt v Greet  
In re G Wheeler, dec Bates v Bowles

In re J W Smithers, dec Smithers v Smithers  
In re F M Horford, dec Ward v Capital & Counties Bank ld

In re Henry Reading, dec Edwards v Reading  
In re J G Shakerley, dec Shakerley v Shakerley

In re W Boyer's Settled Estates In re Settled Land Acts, 1882 to 1890

In re James Holmes, dec Read v Holmes

In re an Application, No 36,732, of F W Waide and Co ld and In re the opposition thereto, No 6,024 of Harry Peck & Co ld and In re Trade Marks Act, 1905

In re J Walker, dec Dunkerley v Hewerdine  
Michell v Howard

In re Barkworth, dec Barkworth v Barkworth  
In re I Nichols, dec Urquhart v Bruce

In re F Nalder, dec Curtis v Allan  
In re F Mead, dec Public Trustees v Mead  
Howard v Regnard  
Royal Agricultural Hall Co ld v Tindall

Before Mr. Justice ASTBURY.  
Retained Cause for Trial.

(With Witnesses).  
Taff Vale Ry Co v The Cardiff Ry Co

## HIGH COURT.—CHANCERY DIVISION.

### TRINITY SITTINGS, 1916.

#### NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice NEVILLE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice EVE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice SARGANT will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice ASTBURY will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice YOUNGER.—On each Tuesday afternoon Summonses under Trading with the Enemy Act will be taken. Subject thereto Actions with Witnesses will be heard throughout the Sittings.

Mr. Justice PETERSON will take his Business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice PETERSON will take Liverpool and Manchester Business on Thursdays, the 22nd June and the 6th and 20th July.

Summonses before the Judge in Chambers.—Mr. Justice SARGANT, Mr. Justice ASTBURY and Mr. Justice PETERSON will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses adjourned into Court and Non-Witness Actions will be heard by Mr. Justice SARGANT, Mr. Justice ASTBURY and Mr. Justice PETERSON.

Motions, Petitions and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

#### NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice NEVILLE will take the Witness List for NEVILLE and ASTBURY, JJ.

Mr. Justice EVE will take the Witness List for EVE and PETERSON, JJ.

Mr. Justice YOUNGER will take the Witness List for SARGANT and YOUNGER, JJ.

#### CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to 9th June, 1916.

##### Before Mr. Justice NEVILLE.

###### Retained Matters.

###### Adjourned Summonses.

In re Flimby & Broughton Moor Coal & Fire Brick Co ld and In re Courts (Emergency Powers) Act, 1914 pt hd  
In re Rodex Coal Co British Bank of Northern Commerce ld v The Company (s o)  
Parkin v Baker pt hd

###### Causes for Trial.

###### (With Witnesses).

Hall v Litchfield pt hd  
In re James Wall Wall v Wall Clementi-Smith v Wyman & Sons ld (not before Michaelmas)  
Golding & anr v Burbidge  
Golding v Same  
Drexel v Drexel (June 21)  
Higgins v Summerscales  
Durham County Council v Owners of South Medomeley Colliery ld  
Bates v Leo (July 3)  
Cabrera v Bowen  
Leigh v John Hetherington & Sons ld  
Schofield v Leigh  
In re J B Smale, dec Smale v Smale  
In re Same Same v Same  
Parsons v The Equitable Investment Co ld

Pearce v Bulteel (not before June 27)

Hentschel v James  
Wright v Alsop  
Slade v Lloyd's Bank ld  
General Lying-in Hospital v McGaw

In re Steiner's Marriage Settlement Steiner v Israel  
Sweet v Sweet  
Pitt v Wilkinson

National Provincial Bank of England v London  
In re London London v London

Drake v The Kleno Manufacturing Co ld  
Trinder, Capron & Co v Jones

Franken v Oliver Harper & Co  
Chapman v Curtice  
Kechner v Kechner  
Ham v Lake

##### Before Mr. Justice EVE.

Retained Adjourned Summonses.

In re J Stenning, dec Stow v Attorney-Gen

###### Causes for Trial.

###### (With Witnesses).

The Amalgamated Properties of Rhodesia (1913) ld v The Globe & Phoenix Gold Mining Co ld pt hd  
Hall v Hall

##### Before Mr. Justice SARGANT.

###### Retained Matters.

###### Causes for Trial.

###### (With Witnesses).

In re J S Thompson, dec In re The Trustee Act, 1893 Randall v Thompson

The Stamford, Spalding & Boston Banking Co ld v Keeble pt hd (s o generally)

Cowper & anr v Gronous & anr (s o generally)

Gardner v Ystradowen Colliery Co ld (from Younger, J., by order) not before July 11



Further Considerations.

Thomas v Richards  
Same v Same  
In re Wood's Marriage Contract  
Trusts In re J B A Wood's  
Estate Scott v Reeve  
In re Henry Sell, dec Pratt v  
Sell  
Causes for Trial Without Wit-  
nesses and Adjourned Sum-  
monses.  
Interlocking Partitions Id v Drew  
In re Edwards, dec Wingrove v  
Michaelis  
In re The Magneta Time Co Id  
The Magneta Fabrique d'Hor-  
loges Elect v The Company pt  
Id  
In re C Kiping, dec Mickel-  
borough v Randall  
In re L Salomans, dec Salomans  
v The Public Trustee  
In re The Rev A H McElwee, dec  
Pattinson v Bishop of Win-  
chester  
In re H P Jew, dec Dowson v  
Durgin  
In re Thomas, dec Bridger v  
Butler  
In re Addis, dec Gulland v  
Chichester  
In re W Perkins, dec Brown v  
Salaman  
In re Hilton's Settlement Hirtzel  
v Aislabie  
In re Willie Elliott, dec Sykes v  
Elliott  
In re J Richards, dec Richards v  
Richards  
In re Isaac Ballin, dec Clodd v  
Ballin  
In re Powys-Keck Marriott v  
Powys-Keck  
In re Myles Burton Kennedy, dec  
Corbould v Kennedy  
In re Thomas Boyes, dec Feltham  
v Feltham  
In re O L M Shakespear, dec  
Biddulph v Shakespear  
In re J Maclaren, dec Gellatly v  
Stewart  
In re James Collinge Brook v  
Becker  
In re Thomas Whitlam, dec Ellis  
v Parkin  
In re A M Smith, dec Trevor v  
Goodhall  
In re Robert Wilson, dec Wilson  
v Wilson  
Edmonton U.D.C. v Cooper  
In re M A Brewster, dec Butler  
v Graham  
In re H Levy, dec Myers v Gold-  
berg  
In re H C Davies, a Solr, &c  
In re Isaac Jacobs, dec Cave v  
Moss  
In re Robert Clarke, dec Oldham  
v Marvin  
In re A O Grosvenor, dec  
Grosvenor v Grosvenor  
In re J R Pease, dec Colville v  
Pease  
In re McLachlan Wall v Car-  
ruthers  
In re J Tanner, dec Hill v  
Merrett  
In re Furze, dec Clarke v Furze  
In re Frost, dec Frost v Jeffreys  
In re P B Edleston, dec Edleston  
v Jeffery  
In re Kershaw The Halifax Com-  
mercial Banking Co v Kershaw  
In re The Trust Funds of the  
Society of Old Neuwieders  
Jackson v Page  
In re Moses Solomon, dec Usher-  
wood v Solomon  
In re Perkins, dec Brown v  
Salaman

In re Walter Waring, dec Waring  
v Waring  
Walters v White

Companies (Winding-up) and  
Chancery Division.

Companies (Winding-up).

Petitions.

Timor Oilfields Id (petn of R H  
Silley—ordered on Oct 13, 1914,  
to stand over generally)  
Chilian Eastern Central Ry Co Id  
(petn of A Delimele—ordered on  
June 15, 1915, to stand over  
generally)  
Tough-Oakes Gold Mines Id (petn  
of G F S Bowles—ordered on  
July 6, 1915, to stand over gene-  
rally)  
Jean Legey Id (petn of H H  
Barnett—ordered on Nov 2,  
1915, to stand over pending  
result of action)  
St Agnes Consolidated Mines Id  
(petn of Curtis's and Harvey Id  
—s o from April 11, 1916, to  
July 11, 1916)  
Paraguay Central Ry Co Id (petn  
of Frederick J Benson & Co—  
s o from April 18, 1916, to Oct  
24, 1916)  
British Mercantile & Trading Co  
Id (petn of Duncan, Flockhart &  
Co & anr—s o from April 18,  
1916, to July 18, 1916)  
Bull Dog Motor Tyre Syndicate  
Id (petn of Rosen and Jackson  
June 20, 1916)  
United Electric Theatres Id (petn  
of New Bioscope Trading Co Id  
—s o from May 16, 1916, to  
June 27, 1916)  
United Electric Theatres Id (petn  
of Davis & Taylor—s o from  
May 16, 1916, to June 27, 1916)  
My Valet Id (petn of William  
Jacobi—s o from May 23, 1916,  
to June 20, 1916)  
Walter Cawood Id (petn of W R  
Bisschop & ors—s o from May  
30, 1916, to June 20, 1916)  
B B P Syndicate Id (petn of the  
United Investment Corp Id—  
s o from May 30, 1916, to June  
20, 1916)  
Public Service Stores Id (petn of  
James Ashby & Sons—s o from  
May 30, 1916, to June 20, 1916)  
Veterans' Clubs Id (petn of Fitch  
& Son Id—s o from June 6, 1916,  
to July 4, 1916)  
Oil Processes Id (Canada) (Incor-  
porated under the laws of  
Canada) (petn of Coutts & Co—  
s o from June 6, 1916, to June  
27, 1916)  
Freighting & Trading Co Id (petn  
of Carlos Wigg—s o from June  
6, 1916, to July 11, 1916)  
Yenidje Tobacco Co Id (petn of  
Marcus Weinburg—s o from  
June 6, 1916, to June 20, 1916)  
West Mexican Mines Id (petn of  
T E MacKenzie)  
Northern Quarries Co Id (petn of  
Mountsorrel Granite Co Id &  
anr)  
L B Conradi Id (petn of Wm  
Griffith & Sons Id)  
Provincial Investment & Guar-  
antee Co Id (petn of T H  
Denman)  
Chancery Division.  
Petition (to confirm Re-organiza-  
tion of Capital).  
Cooper Steam Digger Co Id  
(ordered on June 16, 1914, to  
stand over generally)

THE BRITISH LAW FIRE

INSURANCE COMPANY, LIMITED

5, LOTHBURY, LONDON, E.C.

(with Branches throughout the United Kingdom).

SUBSCRIBED CAPITAL ... £1,050,000

PAID-UP CAPITAL ... £150,000

RESERVES ... £302,000

General Manager—DAVID M. LINLEY. Secretary—T. WILLIAMS.

FIRE, FIDELITY GUARANTEE,  
WORKMEN'S COMPENSATION, EMPLOYERS' LIABILITY,  
PERSONAL ACCIDENT AND SICKNESS,  
BURGLARY, THIRD PARTY, MOTOR-CAR, LIFT, CRANE  
and HOIST, BOILER and ENGINE, PROPERTY OWNERS'  
INDEMNITY, LOSS OF PROFITS due to FIRE,  
GLASS BREAKAGE, LIVE STOCK.

Gentlemen in a position to introduce Business are invited to undertake Agencies  
within the United Kingdom. No Foreign Business undertaken.

Petitions (to confirm Reduction of  
Capital).

Tangkah Rubber Estate Id &  
reduced (s o from June 6, 1916,  
to June 20, 1916)  
Capillitas Consolidated Mines Id  
& reduced

British Colonial Petroleum Corp  
Id & reduced

Petition (to restore Company's  
Name to Register).

Courad Hall & Co Id

Petition (to sanction Scheme of  
Arrangement).

William Coleman's Ordinary  
Shares Id (petn of H W Cutting  
—ordered on March 3, 1914, to  
stand over generally)

Companies (Winding-up).

Petition (to Sanction Scheme of  
Arrangement).

Liverpool Victoria Inace Corpora-  
tion Id (petn of the Company &  
the Liquidators thereof)

Motion.

Alpertown Rubber Co Id (to remove  
Receiver—s o from May 30,  
1916, to June 27, 1916)

Companies (Winding Up) and  
Chancery Division.

Court Summonses.

French South African Develop-  
ment Co Id Partridge v French  
South African Development Co  
Id (on preliminary point) or-  
dered on April 2, 1914, to stand  
over generally pending trial of  
action in King's Bench Division

Oil & Ozokerite Co Id (to vary  
list of contributories)

English & Scottish American  
Mortgage & Investment Co Id  
(as to contingent claims—part  
heard—retained by Mr Justice  
Neville)

Daniel C Coley & Co Id (on claim  
of J Edmonds)—with wit-  
nesses

King Inace Co Id (to enforce pay-  
ment of calls)—with witnesses—  
retained by Mr Justice Neville

Same (inspection)—retained by  
Mr Justice Neville

Feast & Co Id Gray & ors v  
Feast & Co Id (for conduct)

National Penny Bank Id (to de-  
termine rights of depositors)

Civil Service Bank Id (misfeas-  
ance)—with witnesses—for July  
4, 1916

Consolidated Oilfields of South  
Africa Id (claim for Directors  
fees)—with witnesses

Zinba (Tavoy) Tin Syndicate Id  
(as to distribution of surplus  
assets)

Before Mr. Justice YOUNGER.

Retained Matters.

Causes for Trial.

(With Witnesses.)

In re F A Symes, dec Symes v  
Symes (restored)

The Rotary Photographic Co Id  
v Lewis Pickles & Co Id

Adjourned Summonses.

In re Salmon's Settlement In re  
Frederick Lambert, dec In re  
Edith J Salmon, dec In re  
Salmon, infants Salmon v Lam-  
bert (s o to July 3)

In re Wilson & Bullough, Solrs &  
In re taxation of costs pt hd

Matters Standing over Generally.

Petitions.

Heap v Playford  
Poole v Thompson  
Zambaco v Tomkins

In re Llandudno Coaching & Car-  
riage Co Id & reduced  
Locker-Lampson v Isaacs  
Portlock v Mappin

Adjourned Summonses.

In re Dunkel's Settlement Thal  
v Dunkel

In re Turner Turner v Turner

Hanau & ors v Standard Develop-  
ments Id

In re Bradford & Hunter Part-  
nership Agreement

In re A B Moore, dec Moore v  
Moore

In re Countess Von Quadt-  
Wykrafft Ismy, dec Fawcett v  
Murray

In re Adams, dec Adams v Skip-  
with

In re R G Vivian, dec Eden v  
Vivian

In re Atkinson Pybus v Boyd

In re Hughes Stott v Hughes

In re Eyre, dec Johnson v  
Williams pt hd

In re Phillips, dec Phillips v  
London Joint Stock Bank Id  
pt hd

In re John Hemmings, dec Hemmings v Cunningham  
In re Isaac Burney Yeo, dec Crawford v Yeo  
In re Pawley Pawley v Devereux

## Motion.

In re Farmers' & Merchants' Joint Stock Co ld (fixed for June 27)

(From Mr Justice Eve's List).

People's Investment Co ld v Farmer's & Merchants' Joint Stock Co ld (to come on with above Motion)

## Causes for Trial.

(With Witnesses).

Abraham Wallace v Margaret Fraser  
Columbia Graphophone Co v W H Reynolds ld (s o for further order)  
Preston v Alexander (transferred from King's Bench Division) (s o generally)  
Wood Green Palais de Luxe ld v Doss & anr (security ordered—s o)  
Dwight & anr v Price (s o liberty to restore)  
Hobbs v Smith  
Williams v Sadler (s o liberty to apply)  
The London & Westminster Development Syndicate ld v Davies (security ordered—not to come into Paper till 7 days after)  
Newbury v Denning  
In re de Bary's Settlement Trusts  
London Assee Corp v Crow & ors  
Moody v Cox & Hall pt hd (s o to July 5)  
Webster v Helfort (fixed for July 10)  
Taylor v Sheppard  
Chetham, Sons & Biffen v The Mayor, Aldermen and Burgesses of the Borough of Bedford  
Raynor v Townsend (July 3)  
In the Matter of an Application, No 369 895 of the Sunbeam Motor Car Co ld and In the Matter of the Trade Marks Act, 1905  
Baillie v Neville Preston v Neville (June 21)  
Temperance Billiard Halls ld v J H Senior & Co ld  
In re C Townsend, dec Townsend v Townsend  
Joicey v Moore  
Andrews v Hamilton  
Bultell & anr v The Trustee of the Property of M P Parker (to be in List June 20)  
Butlin v Botham  
Pyle v Cleave Cleave v Pyle  
Fox Bros & Co ld v The Wilkinson Sword Co ld  
Carter v Bennett  
In re D. Morley, dec Wyatt & anr v Dana & anr (not before July 3)  
Joseph v Henry & anr  
Richardson v Richardson  
Sebright v Haubury  
Vanneck v Benham  
Shrubsole v Allenby  
Ingram v Ingram  
Société Anonyme des Usines Remy v Becker  
Wheeler v Clapp  
Southgate v Southgate  
Biltcliffe v Horsfield  
Horsfield v Biltcliffe

Barnato v Blumberg  
In re E Turrall, dec Turrall v Turrall  
Bucknill v Pike

## Before Mr. Justice PETERSON.

## Retained Witness Actions.

The South Manchurian Syndicate ld v Troup (July 4)  
The South Manchurian Syndicate ld v Bush pt hd (July 4)

Causes for Trial Without Witnesses and Adjourned Summons.

Studley v Chalke  
In re an Arbitration between M S Langs and ors and J Caird and anr  
In re Sir R Laidlaw, dec Wilkinson v Laidlaw  
In re Burroughes' Settlement Burroughes v Fraser  
In re Blandy Jenkins' Estate Blandy Jenkins v Walker  
In re M T Thomas, dec Thomas v Thomas  
British Power, Traction & Lighting Co ld v Hodgson  
In re J E Warburton, dec Warburton v Warburton  
In re Swettenham's Settlement Swettenham v Swettenham  
In re T R Woodcock, dec Woodcock v Connell  
In re Rubinstein & Carruthers' Arbitration  
In re W King, dec London County & Westminster Bank v Gocher  
In re Burr, dec Nelson v Burr  
In re J Lysaght, dec Lysaght v Bush  
In re Ellison, dec Wethered v Wethered  
In re De Manin, dec Speed v Ingham  
In re J R Roberts, dec Williams v Public Trustee  
In re E F Smyth, dec Edwards v Smyth  
In re Ker's Settlement Duchess of Wellington v Ker  
In re Lord Grimthorpe, dec Beckett v Aberdare  
In re W Herring, dec Herring v Herring  
In re Jacob Lory, dec Hendy v Lory  
Albert Lee & Co v Swinden & Co ld  
In re T J Gunn, dec Harvey v Gunn  
In re an Application by Williams ld, No 369,247, and In re the Opposition of Cadbury Bros ld and ors and In re The Trade Marks Act, 1905  
In re W A Green, dec Green v Laing  
In re Bland, dec Boyes v Roberts  
In re T H Hall, dec Hall v Hall  
Mawer v Emerson  
In re G P Townshend, dec Townshend v Townshend  
In re Dowdeswell's Settled Estates  
In re Settled Land Acts  
In re Mark Ward, dec Downing v Cox  
In re J B Nichols' Settlement Lindley v Nichols  
In re C R May, dec Duke v Duke  
In re W N Waller, dec Kerrison v Waller  
In re Rees Lewis, dec Hughes v Lewis  
Whale v Cole's Trustees

## KING'S BENCH DIVISION.

TRINITY SITTINGS, 1916.

## CROWN PAPER.

The King v Beverley U.D.C.  
Dreyfus & Co v Ollier.  
The King v Governors of Christ's Hospital  
Nolan & ors v Altrincham Licensing Justices  
The King v Commrs for the Special Purposes of the Income Tax  
King v Sim  
Jaffé v Keel  
Slater v Evans  
The King v Beal Esq & ors, Jj, & c & Mrs Malvern  
Webb v Baker  
Rowe Bros & Co v Crossley Bros  
Curzon v Mayor & c of Westminster  
The King v Tribunal of Appeal under London Building Act (expte London County Council)  
Wilkinson v Clark  
In the Matter of a Solicitor Expte the Law Soc  
Williams v Vaughan  
The King v Justices of Burnley  
The King v Same  
In the Matter of a Solicitor Expte the Law Soc  
Silcock & Sons v Produce Brokers' Co  
Blaydon Co-operative Soc v Young  
The King v Westminster Assessment Committee & anr  
Vecsey v Smith  
Corp of London v Wolff  
Walder v Turner  
London County Council v Galsworthy  
The King v Justices of Lindsey, Lincolnshire and Walker  
Ford & Co v Oliefabriken Het Haart en De Zwaan of Adriaan Honig  
Burbury v Jackson  
The King v Proprietors Publishers & c of The Graphic Newspaper  
The Victoria Pier (Folkestone) Syndicate v Reeve  
The King v Kensington Income Tax Commrs  
In the Matter of a Solicitor Expte the Law Soc  
Sawyer v Kropp  
The King v Abingdon Income Tax Commrs  
The King v Tribunal of Appeal for Wiltshire  
Miller v Hill  
In the Matter of a Solicitor Expte the Law Soc  
In the Matter of a Solicitor Expte the Law Soc

## CIVIL PAPER.

London United Tramways ld v London County Council  
Schirm & anr v Consolidated Whaling & Deep Sea Fishing Co of South Africa  
Alexander v Duncan County Court  
Nunn v Bradstreet & Sons County Court  
Wortley v Mann County Court  
Southcombe Bros v Smith City of London Court  
Brown, Hughes & Strachan v Fellows County Court  
Stead v Sheffield & South Yorkshire Navigation Co County Court  
Hunt v Wood Pulp Vessels County Court  
Brett v Bird & anr County Court  
Sharp Bros & Knight v Chant County Court  
Osborne v Great Central Ry Co.  
Alder v Same (May 18)  
Higgs v Ayre & Kingcome ld City of London Court  
Williams & anr v Williams County Court  
Evans v Iredell County Court  
Wayman v Perseverance Lodge of the Cambridgeshire Order of United Brethren Friendly Soc & ors  
Asplen v Pullin County Court  
Ascher v Morgan City of London Court  
Barnett v Finn County Court  
Carnegie & Co v Franklin County Court  
Lorden v Kea County Court  
Midland Ry Co v Warners Sons & Co County Court  
Groves v Western Mansions County Court  
Woods & anr v Williams (Easun 3rd party) County Court  
Halter v Mayor, & c of West Ham County Court  
Green v Bolton County Court  
Mersey Docks & Harbour Board v Lord Mayor, & c of Liverpool  
Same v Same  
Graham v Miller County Court  
Burcombe v Barnes County Court  
Kitts & Murray, Joseph Wiles & Son v W Cater & Co  
Turner v Coates County Court  
Palmer v Ward County Court

## SPECIAL PAPER.

London United Tramways v London County Council  
Same v Same  
Alexandra Docks v Newport Harbour Commrs  
Birmingham Union v Tamworth Union



Same v Meriden Union  
Same v Bromsgrove Union  
Mann & Co v Hull, Blyth & Co  
Power, Son & Co v Ant, Cassar & Figli

MOTIONS FOR JUDGMENT.

Peerless v Combined Cinema Coliseums  
Aldenhurst v F Lawson Ltd & anr  
The Federal Insee Co v Deane

REVENUE PAPER.

English Information.

Attorney-Gen and John Henry Oglander & anr

Cases Stated.

Marion Brooke and Commrs of Inland Revenue  
P Sidney Stott and J J Hoddinott (Surveyor of Taxes)  
Horace A Stevens (Surveyor of Taxes) and B. Boustead & Co

Petitions under the Licensing (Consolidation) Act, 1910.

Hardy's Crown Brewery Ltd and the Commrs of Inland Revenue  
(re "The Fountain Inn," Chorlton-on-Medlock, Manchester) c a v  
Walker & Homfrays Ltd & ors and The Commrs of Inland Revenue (re  
The "Cheshire Cheese," Leigh)  
Chesters Brewery Co Ltd and The Commrs of Inland Revenue (re "The  
Land o' Cakes," Hillgate, Stockport)  
Florence Elsie Bennett and The Commrs of Inland Revenue (re "The  
Stork Hotel," Hotwell Road, and "The Tap," Cumberland Place,  
Bristol)

Petition under Finance Act, 1894.

In the Matter of the Estate of the Hon Charles Thomas Mills dec

Death Duties

In the Matter of the Estate and Effects of Mary Brown or Harper dec

Land Values—Appeal from Decision of Referee.

Peter Ferguson and The Commrs of Inland Revenue

Motion.

Motion for judgment—Attorney-Gen and E Zellermeier (s o)

Special Case under R S C, Order 34.

The Commrs of Land Tax for the East Riding of the County of York  
& c and the Earl of Lonsborough

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting  
in Bankruptcy, Pending 9th June, 1916.

In re A Debtor (No 22 of 1915) Expte The Debtor v The Petitioning  
Creditor & The Official Receiver pt hd  
In re A Debtor (No 22 of 1915) Expte The Debtor v The Petition-  
ing Creditor & The Official Receiver pt hd  
In re A Debtor (No 7 of 1916) Expte The Debtor v The Petitioning  
Creditors & The Official Receiver pt hd  
In re T A Hilditch (No 17 of 1915) Expte A F Cross & M V Hilditch  
(the wife of T A Hilditch) v C. J Band, Official Receiver, Trustee  
In re A Debtor (No 5 of 1916) Expte The Debtor v The Petitioning  
Creditors & The Official Receiver

MOTIONS IN BANKRUPTCY FOR HEARING BEFORE THE  
JUDGE, PENDING 9th JUNE, 1916.

In re H Hilckes Expte Muhesa Rubber Plantations Ltd. & Robert  
William Elder v S Cole, the Trustee (Judgment reserved)  
In re F P Aylwin Expte Walter Howard, the Trustee v Bosanquet  
and Co

## The Property Mart.

### Forthcoming Auction. Sale.

June 23.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2; Mortgage  
Debts, &c. (see advertisement, back page, this week).

July 11.—Messrs. HAMPTON & SONS, at the Mart; Town Residence (see advertise-  
ment, page iii., this week).

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—FRIDAY, June 9.

ALLIED TRADING & ARCHANGEL TRANSPORT COMPANY, LTD.—Creditors are required, on  
or before July 12, to send their names and addresses, and the particulars of their  
debts or claims to Mr. William Pascal Keeling, 13a, Finsbury sq., liquidator.

BRITISH WEST INDIAN FRUIT COMPANY, LTD.—(IN VOLUNTARY LIQUIDATION).—Credit-  
ors are required, on or before July 12, to send in their name and addresses, and  
particulars of their debts or claims, to William Marshall Hickman, 21, Great St Helens  
liquidator.

GLNCOCK STEAM SHIP CO, LTD.—Creditors are required, on or before July 20, to send  
their names and addresses, and the particulars of their debts or claims, to Mr.  
Leonard Richard Conner, 62, Church st, West Hartlepool, liquidator.

MERSEY FISH MEAL & GLUE CO, LTD.—Creditors are required, on or before July 7, to  
send their names and addresses, and particulars of their debts or claims, to Paul  
Fisher, E. solo, Sutton, Weaver, nr Warrington, liquidator.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—TUESDAY, June 13.

ANGLO-ROUMANIAN MERCANTILE CO, LTD.—Creditors are required, on or before July 5,  
to send in their names and addresses, and the particulars of their debts or claims,  
to Edward Charles Weston and Henry Brownrigg Hunter, Baltic House, Leadenhall  
st, liquidators.

GENERAL MERCANTILE CO, LTD.—Creditors are required, on or before July 31, to send  
their names and addresses, and the particulars of their debts or claims, to Edward  
Charles Weston and Henry Brownrigg Hunter, Baltic House, Leadenhall st, liqui-  
dators.

KITSON'S EUREKA DISINFECTANT CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors  
are required, on or before July 12, to send their names and addresses, and the particu-  
lars of their debts or claims, to Mr. John Baker, Eldon Street House, Eldon st,  
liquidator.

MORGAN'S AGENCY, LTD.—Creditors are required, on or before July 13, to send their  
names and addresses, and the particulars of their debts or claims, to Mr. Charles James  
March, 23, Queen Victoria st, liquidator.

SOUTH METROPOLITAN BRICK & BUILDING ESTATES CO, LTD.—Creditors are required, on  
or before July 21, to send their names and addresses, and the particulars of their  
debts or claims, to Mr. Henry Funnell, 31, Greaves end, Woolwich, liquidator.

STEVENSKRAAL SYNDICATE LTD.—Creditors are required, on or before July 12, to send  
their names and addresses, and the particulars of their debts or claims, to E. Fair-  
weather, Fumers Hall, Austin Friars, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, June 9.

International Stamping Machine Co, Ltd.  
Joseph Jackson, Ltd.  
Kindersley Land Syndicate Ltd.  
Hartley Isherwood & Co, Ltd.  
Gloucester Steamship Co, Ltd.  
Longridge Tostal Height Quarry Co, Ltd.  
Inter-Mexican Syndicate Ltd.

Preesgweene Building Co, Ltd.  
Mersey Fish Meal & Glue Co, Ltd.  
Mercantile Co of Central America Ltd.  
Thomas Bond Ltd.  
Taylor & Lown Ltd.  
Strutton Ground Coffee House Co, Ltd.

London Gazette.—TUESDAY, June 13.

A. Schuman & Son, Ltd.  
U. K. Kinplastikon Co, Ltd.  
Defoe Motor Haulage Co, Ltd.  
Oswaldtwistle Palace Entertainment Co,  
Ltd.  
Central Zinc Co, Ltd.  
James Veitch & Sons, Ltd.  
East Sheba Assets Co, Ltd.

Popular Restaurants, Ltd.  
Lady Windsor Workmen's Library &  
Institute Co, Ltd.  
Legal & General Trust & Investment Co,  
Ltd.  
Cheyne Garage Ltd.  
Mountain Groupe Syndicate, Ltd.  
S. H. Bousfield & Co, Ltd.

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The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS,  
BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under  
a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 20.

ANDERSON, HARRIET ANNE, Acacia House, Whitehall Park, Highgate June 30 Foundling Hospital v. Anderson, Sargent J. Ludlow, Court-chmbrs, Bow-st  
HAMPTON, JARRE, Broomfield Farm, and Old Park-villa, Palmer's Green, Farmer and Contractor July 3 London and Provincial Bank (Limited) v. Hampton and Ee Hampton, Peterson and Eve, J.J. Evans & Co, Theobald's-rd, Bedford-row  
PINK, EDWARD, Portobello House, Kingsdown, Sevenoaks, Kent June 23 Warland v Pink, Peterson J. Hicklin, Trinity-sq, Southwark

London Gazette.—TUESDAY, May 30.

BARNETT, JAMES, NARROW-ST, Limehouse, Marine Store Dealer and Rope Merchant June 23 Barnett v Barnett, Eve, J Hudson, Fenchurch-st

London Gazette.—FRIDAY, June 2.

JENKINS, NAOMI, Hampton House, Cumberland-rd, Margate July 10 Jenkins v Jenkins, Sargent, J Raphael, Coleman-st

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 9.

BARNARD, THOMAS HENRY, Kempston Hoo, Bedford, Banker Aug 1 Halliley & Morris, Bedford  
BRIGHT, JAMES ALBERT, Fergerd, South Norwood July 24 Odhams, Ludgate hill  
BURETT, JOHN, Thorpe Saint Peter, Lincoln, Farmer June 24 Thimbleby & Son, Spilby  
CANNING, HON ALBERT STRATFORD GEORGE, Rostrevor, Down July 12 Powell, Essex st, Strand  
CAPET, LUCY, Ovington st, Chelsea July 6 Child & Child, Sloane st  
CHAPMAN, ALFRED, Fulwood, nr Preston July 8 Clarke & Son, Preston  
CLARE, WILLIAM, Whitley Bay July 5 White, Newcastle upon Tyne  
COATES, WILLIAM, Scarborough, Boot Dealer July 31 Co k & Co, Scarborough  
DAVIS, LOUISE HARDWICK, Malvern Ltr k, Worcester July 10 Lamberts, Malvern  
DUNNING, JOHN, and SARAH DUNNING, Leeds July 14 Cranwick & Co, Leeds  
ELKINGTON, JOHN, Leam ngt-n, Solicitor July 9 Wright & Co, Leamington  
FERNER, ANN MELBA, St Stephen's rd, Ealing July 14 Davey, Essex st, Strand  
FORES, GEORGE PHILIP BYRON, Raynes Park, Surrey July 10 Wilkinson & Co, Bedford st, Covent Garden  
GOODBODY, MANLIFF FRANCIS, Kensington gore, Kensington, July 22 Loughborough & Co, Austin friars  
GREEN, HENRY, Eynham, Oxford July 5 Hatt, Oxford  
GURNEY ALFRED, and ANNIE GURNEY, Northampton July 10 Phipps, Northampton  
HALEY, ELLEN ELIZABETH, Hikey, Yorks July 31 Wood & Fisher, Leeds  
HALL, JANE, Wallasey, Cheshire July 8 Pemberton, Liverpool  
HARRIS, HENRY, Tunbridge Wells, Fruit and Potato Merchant July 8 Buss & Levett, Tunbridge Wells  
HUTCHINS, ISABELLA, Shanklin, Isle of Wight July 16 Beel & Davey, Devonshire sq  
JARVIS, ANNETTE, Ladbrooke grove, Notting Hill July 10 Keeping & Gloag, Nicholas in  
KNIGHT, GEORGE JESON, Southport July 31 Brighthouse & Co, Southport  
LAMARQUE, WALTER ALVIN, St Mary Axe, Cornfactor July 8 Bellord & Co, Waterloo pl  
EMACQUE, JOHN MILBERNE, Las Palmas, Grand Canary, Merchant July 15 Smith & Co, Throgmorton st  
LITTLE, MARGARET SAUNDERS, Chiswick July 22 Smith, Richmond, Surrey  
LITTLEDALE, ARTHUR CHARLES, Swadwa July 7 Bechervaise, Portsmouth  
MANSELL, JAMES, High rd, Tottenham, Wheelwright June 23 Jones & Mansell, Executors, 819, High rd, Tottenham  
MARROW, MARTHA, Connahs Quay, Flint June 30 Hughes & Hughes, Flint  
MCORREY, LAWRENCE ANDREW, San Francisco, California July 10 Radcliffe & Hood, Craven st, Charing Cr ss  
MOORE, Very Rev JOSEPH, Twyford Abbey, nr Wilkesden, Mid.x, July 19 Fooks & Co, Crayke st  
MORRISON, JAMES HUTCHINSON, Shanghai, China, Marine Engineer, July 10 Inder mair & Brown, Chancery lane  
MYER, HORATIO, Henley on Thames, July 1 Adler & Porowne, London Wall  
O'DONNELL, JANE, Northampton pk, Canonbury, July 17 Pearce & Nicholls, Clement's inn  
PERKINS, THOMAS, Leicester, June 30 Buckby, Leicester Taylor, Burton on Trent  
RADFORD, EMILY, Westbourne ter, July 10 Radford & Frankland, Chancery in  
REED, MARY ANNE, Eastbourne, July 10 Hingley & Roll, Eastbourne  
RICHARDS, LYOT, Beckenham, Kent July 10 Sanders n & Co, Queen Victoria st  
RICHARDS, MARY, Lis-elly June 21 Jennings, Llan-lyly  
RICHARDSON, ALBERT, Osprey k, Kent, Farmer July 6 M-will & Mowll, Canterbury  
ROBINSON, MARY ANN, Padham, Lancs July 8 Steele, Burn ey  
ROSE, Rev WILLIAM FRANCIS, Hutton Rectory, nr Weston super Mare July 31 Gush & Co, Finsbury cir  
ROWLEY, JULIUS HENRY, Weybridge, Surrey July 4 Adams & Adams, Clement's inn  
SMITH, ALICE ELLER, Liverpool July 8 Collins & Co, Liverpool  
STEPHENSON, HENRY, Scarborough, Plumber July 31 Cook & Co, Scarborough  
TATE, JOHN, Malby in Cleveland, Yorks, Innkeeper July 17 Faber & Co, Stockton on Tees  
TAYLOR, EMMA, Meriden, Warwick July 14 Twist & Sons, Coventry  
WALKER, ANN ADAMS, Leamington July 14 Tarleton & Butlin, Birmingham  
WILLARD, EDWARD SMITH, St James's st July 10 Fladgate & Co, Pall Mall  
WILLIAMS, JOSEPH PHILIP, Portsmouth July 22 Bickley & Lynex, Birmingham  
WILLIAMS, THOMAS, Aberdare July 10 James & Co, Merthyr Tydfil  
WILSON, LEONARD, Wincanton, Somerset July 12 Rutter & Rutter, Wincanton  
WOODALL, Sir CORREY, MICK, DSC, JP, Chislehurst, Kent July 9 Mackrell & Co, Cannon st  
WOOLLETT, MARY JANE, Brooke rd, Stoke Newington July 17 Ody & Wilmot, Denmark hill, Camberwell Green

London Gazette.—TUESDAY, June 13.

ALLEN, JOHN, Swale st, Poplar, Shipping Engineer July 31 Price & Sons Worcester House, Walbrook  
BEDLINGTON, WILLIAM, Ovingham, Northumberland, Brewer June 30 Chartres & Yon, Newcastle upon Tyne  
BRIGHTMAN, ERNEST CHARLES, Bristol July 15 Evans & Taylor, Bristol  
COOTES, FANNY, Salford, Lancs July 31 Watson, Manchester  
DAVIS, STEPHEN, Smethwick, Staffs, Salesman July 15 Sharpe & Darby, West Bromwich  
DEW, WALTER FREDERICK, Ford Drowsteigton, Devon, Tea and Rubber Planter July 15 Woods & Pethwick, Lancaster pl, Strand  
DOBBELL, HAROLD GEORGE HARCOULT, Ormonds ter, Regent's Park July 10 Richards & Parker, King st, St James  
EVANS, WILLIAM, Cardiff July 23 Cousins & Botoford, Cardiff  
GARNHAM, CAROLINE, Brockley, Kent July 1 Brown & Co, Lennox House, Norfolk st  
GENT, LEONORA, Hildrop cres, Camden rd July 17 Thompson & Co, Raymond bridge

GOATHER, MINNIE SHEARMAN, July 12 Tickner, Gray's inn sq  
GRAVE, JOSEPH, Great Meols, Chester Manufacturer of Mineral Teeth, July 31 Lindsay, Liverpool  
GRIFFIN, JAMES, Bruern, Oxford, Farmer, July 24 Wilkins & Toy, Chipping Norton  
GRIME, THOMAS, Helsby, Chester July 25 Bates, Chester  
HALL, WILLIAM, Leeds, Aug 14 Brooke & Dyer, Leeds  
HEALEY, WILLIAM HENRY HOLLAND, Barnardis on Rect ry, Suffolk July 17 Wren, Manchester  
HICKS, WALTER, St Austell, Cornwall Aug 1 Collinson & Co, Bedford row  
HOLMES, HENRY, Shepley, nr Huddersfield July 15 Turner, Huddersfield  
HOWE, SARAH, Hillsborough, Sheffield July 31 Au y & Sons, 8th field  
HUGHES, FRANK, Manchester, Jeweller July 23 Hilditch, Manchester  
HUTTON, THOMAS, Clayton, nr Bradford, Surveyor July 11 E c ardsen, Bradford  
JONES, ELIZABETH MARY NORTHMORE, Loughor, Glam July 15 Kite, Queen st  
LANE-JOINT, ALBERT WILLIAM, Ashburnham mans, Chelsea June 30 Lewis & Lewis, City pl  
LESLIE, Sir JOHN, Manchester sq July 30 McMahon & Tweedy, Hume st, Dublin  
LEVI, ROSE, Ipswich July 8 Jackman & Sons, Ipswich  
LOAD, EDWARD (the Elder), Blackpool July 14 Standing & Co, Rochdale  
MIDDLETON, HANNAH, Bentley, nr Doncaster July 22 Mason & Co, Wakefield  
PINNEY, Lt Col Sir ALEXANDER FLEETWOOD, KC&I, CIE, Hyderabad, Deccan, India July 31 Brooks & Co, Godliman st  
RANDALL, ELIZABETH CATHARINE, Chickwell, Dorset July 9 Bowen & Symm, Weymouth  
RUSSELL, CLARA, Burghill rd, Sydenham, Kent July 31 Clark & Co, Great St Helens  
RUSSELL, MATILDA JANE, Burghill rd, Sydenham, Kent July 31 Clark & Co, Great St Helens  
SANDMAN, THOMAS GLAS, Westgate on Sea, Kent July 15 Capel & Co, Clement's inn  
SHARP, JERRY, Aldington Mills, Worcester, Miller July 10 Smith & Roberts, Exmouth  
SKYINGTON, FRANK, Yealington, Devon, Caretaker July 22 Dobell, Plymouth  
SMYTH, Rev FRANCIS JAMES WATSON, St Leonards on Sea July 17 Hobbs & Brutish, Portsmouth  
STAGO, ALFRED, Milton Regis, Kent July 8 Hatten & Co, Gravesend  
STANDLEY, CHARLES JAGGER, Wymondham, Norfolk, Farmer July 15 Blyth, LLD  
STONE, JOHN HENRY, Manchester, Building Surveyor July 10 Thomson, Manchester  
THOMPSON, FRANCIS EDWARD, Primrose Hill rd, Hampstead July 14 Longhurst, Fenchurch bldgs  
THORNE, THOMAS FLEETWOOD JOSEPH NICOL, Heckfield, Hants July 24 Hopwood & Sons, South sq, Gray's inn  
TIMMETS, THOMAS, Old Hill, Staffs July 10 Homfray & Co, Great Cornbow, Halm Owen  
WALKER, ELIZABETH, York July 13 Crust & Co, Beverley  
WILSON, HANNAH, Goxford July 12 Hayton & Co, Cockermouth  
WRIGHT, MARY, Lees, nr Oldham July 8 Leary & Co, Huddersfield  
YARNALL, FRANCIS, Sutton Coldfield, Warwick July 31 Barnett, Birmingham

London Gazette.—FRIDAY, June 10.

ADAMS, JOSEPH CHARLES, Addlestone, Surrey, Railway Delivery Agent July 15 Pais & Co, Chertsey  
ALLEN, ALFRED JAMES, Well walk, Hampstead July 16 Robinson & Barrett, Bess bldgs  
ANDERSON, GEORGE GRAY, Inner Park rd, Wimbledon July 31 Murray & Co, Birkdale  
BENNETT, RALPH, Foston, Hastings July 22 Westcott & Sons, Strand  
BIRCH, THOMAS, Victoria st, Civil Engineer Oct 31 Emonds & Co, Chifford's inn  
BOWMAKER, GEORGE, Monkseaton, Northumberland, Land Agent July 5 Brit, Merpet  
BRANFORD, LUCY INNES, Chesham Bois, Bucks July 14 Young & Co, Laurence Pountney hill, Cannon st  
BRIDGE, BERTHA LUDLOW, Trowbridge, Wilts July 16 Jackson & Jackson, Devian  
BRYCES, MARY ELIZABETH, South Shields July 15 Hannay & Hannay, South Shields  
CAREY, HARRY, Argyle sq, St Pancras July 31 Andrew & Co, Great James st, Bedford row  
DAVIS, THOMAS WILLIAM, Bournemouth July 31 Davies & Son, Aberystwyth  
DYER, FRANCIS LLOYD (who was killed in action on April 15, 1915) July 7 Jackson & Co, Coleman st  
ELLIAM, ELIZA, Warwick Aug 2 Campbell & Co, Warwick  
FARRELL, HARRIET MARY LOUISE, Newton Abbot, Devon June 30 Bickford, Newton Abbot  
FOSTER, ELLEN MARY, Bristol July 31 Cousins & Fletcher, Leeds  
GREEN, ROBERT ADAM, Liverpool, Cooper July 26 Jones & Rees, Liverpool  
GRIERSON, ROBERT, Manchester, Manufacturer's Agent July 30 Tucker & Co, Manchester  
HILTON, JOSEPH HODSON, Portobello rd, Kennington July 17 Whitgreave & Co, Craven st  
HITCHCOCK, ADOLPHUS WILLIAM, Chingford, Essex July 20 Prestons, The Grove, Stratford  
HITZER, BOBBIE GERHARD WIEBRANDT, Nor.h rd, Highgate July 29 Boulton & Co, Northampton sq  
HOLT, ELLER, Liverpool July 17 Mason & Co, Liverpool  
JONES, DANIEL, Cheltenham July 19 Steel & Co, Cheltenham  
JOYCE, SHEPARD, Ashby de la Zouch, Leicester, Solicitor July 14 Joyce & Crawshaw, Birmingham  
KNOWLES, MARY DOROTHY, Chorlton on Medlock, Manchester July 25 Wigglesworth & Son, Manchester  
LEWIS, JESSIE, Surbiton, Surrey July 31 Druces & Attise, Billiter sq  
LETTER, ELIZABETH, Honiton, Devon July 25 Denning & Co, Honiton  
MCLEAN, PETER, Fittle in, Hampstead July 16 Fulion, Bloomsbury sq  
MILLER, MATILDA, Boscombe, Bournemouth July 31 Chandler, Bournemouth  
MURRAY, ELLYN, Newcastle upon Tyne July 27 Stobo & Tait, Newcastle upon Tyne  
OLDHAM, WILSON STRANSHAM, Bournemouth July 31 Andrew & Co, Great James st  
PARRY, MARY ANNE, Wolverhampton July 16 Fowler & Co, Wolverhampton  
POTTER, KATE ELIZABETH, Worcnow rd, St John's Wood July 26 Russell & Arkell, Great Winchester st  
ROBINSON, ALICE, Newbold, Rochdale July 10 Wiles, Rochdale  
SALTER, THOMAS, Aberystwyth Aug 1 Wace, Shrewsbury  
SAUNDERS, GRETHER, Chiswick July 31 Cousins & Fletcher, Leeds  
SCOTT, SARAH, Macclesfield July 15 Pimblott, Macclesfield  
MITH, ELLEN, Charlton Morethorne, Somerset July 15 Fooks & Grimley, Sherborn Dorset  
STAFFORD, CHARLES GEORGE, North Finchley, Middx July 20 Goddard & Co, Clement's inn, Strand  
STANBRIDGE, GEORGE JARVIS, Worth, Sussex, Blacksmith July 17 Turner, East Grinstead  
STEEN, Sir HENRY, Weymouth July 31 Andrews & Co, Weymouth  
THOMAS, WILLIAM DAVIES, Clift n, Bristol, Ironm-g-r July 15 Thomas, City of Bristol  
TODD, GRACE, Milnthorpe, Westmorland July 14 Hodgson, Carlisle  
TRAVANON, FLORENCE EVA, Harley house, York gate July 21 Whitlock & How, Bloomsbury sq  
WEST, CHARLOTTE, Lee, Kent July 20 Martin, Queen st  
WHITENHEAD, MARY ANN, Frindsbury, Kent July 22 Hatten & Co, Gravesend  
WILLIAMSON, ELIZABETH ANN, Manchester July 22 Nowell & Co, Burnley  
WILLIS, JANE, Chesterfield gds, Harringay July 12 Pamfroy & Son, Paternoster row  
WOOD, JAMES, Ballife Bridge, nr Brighthouse, Mechanic July 9 Richardson, Brighthouse



1916

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